



COUNTY OF LOS ANGELES

**Public Health**

JONATHAN E. FIELDING, M.D., M.P.H.  
Director and Health Officer

JOHN SCHUNHOFF, Ph.D.  
Acting Chief Deputy

313 North Figueroa Street, Room 909  
Los Angeles, California 90012  
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BOARD OF SUPERVISORS

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September 19, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF SOLE SOURCE AGREEMENT WITH THE CITY OF PASADENA  
TO PROVIDE HUMAN IMMUNODEFICIENCY VIRUS/ACQUIRED IMMUNE  
DEFICIENCY SYNDROME HEALTH EDUCATION/RISK REDUCTION-  
PREVENTION CASE MANAGEMENT SERVICES  
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Public Health, or his designee, to sign a sole-source agreement, substantially similar to Exhibit I, with the City of Pasadena (City) to provide Human Immunodeficiency Virus ("HIV")/Acquired Immune Deficiency Syndrome ("AIDS") Health Education/Risk Reduction - Prevention Case Management Services to County of Los Angeles (County) Service Planning Areas (SPAs) 1, 2, 3 and 7, effective on the date of Board approval through December 31, 2006, at an estimated cost of \$77,080, 100% offset by California Health and Human Services Agency (CHHSA) funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In approving the recommended action, the Board is authorizing the City to provide HIV/AIDS Health Education/Risk Reduction - Prevention Case Management Services effective on the date of Board approval through December 31, 2006. Approval of this sole-source agreement will ensure continuity of services in SPAs 1, 2, 3 and 7.

The City currently provides other HIV/AIDS contract services to the County.

### FISCAL IMPACT/FINANCING

The maximum obligation of the City's HIV/AIDS Health Education/Risk Reduction - Prevention Case Management Services Agreement effective date of Board approval through December 31, 2006 is approximately \$77,080. This amount is 100% offset by CHHSA funds.

Funds are included in the Fiscal Year 2006-07 Adopted Budget.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On November 30, 2004, the Board approved a contract with AIDS Service Center, Inc. (ASC) to provide HIV/AIDS Health Education/Risk Reduction - Prevention Case Management Services, effective January 1, 2005 through December 31, 2006, at a cost of \$462,678, 100% offset by CHHSA funds.

On January 31, 2006, the Department of Public Health (DPH) received notification of ASC's intent to discontinue services to County Contract No. H-700870 effective February 28, 2006 for provision of HIV/AIDS Health Education/Risk Reduction - Prevention Case Management Services. ASC informed the County that the contract was not in line with their new mission that moves away from providing HIV/AIDS Prevention programs and instead focuses on other health issues.

Office of AIDS Programs and Policy (OAPP) initiated an assessment with input from SPA 3 Service Provider Network Partners (Network) to identify a provider to fulfill the remaining term of ASC's Agreement. In August 2006, with unanimous support from the Network, the City was selected to complete HIV/AIDS Health/Risk Reduction - Prevention Case Management Services through end of contract term, based on its record of consistently demonstrating a strong capacity to provide all contract services. The City will secure additional sites in SPAs 1, 2 and 7, to provide services.

OAPP has ensured that both the State and Board requirements for HIV/AIDS Health/Risk Reduction - Prevention Case Management Service are satisfied, and no additional costs will be incurred by this action.

Sole-source justification is on file with DPH.

No other provisions of the Agreement are changed by the assignment.

County Counsel has also approved the Amendment (Exhibit I) as to form.

### CONTRACTING PROCESS:

Prior to December 31, 2006, DPH will request renewal of the assigned Agreement.

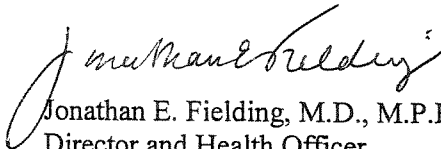
### IMPACT ON CURRENT SERVICES (OR PROJECTS)

Services within SPAs 1, 2, 3 and 7 that were to be provided by ASC have not been provided from February 28, 2006 to present. Approval of this sole-source agreement will ensure continuity of services in SPAs 1, 2, 3 and 7.

The Honorable Board of Supervisors  
September 19, 2006  
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

  
Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer  
BL ASSIGN DEL\_CityPas\_h700870.sdv.wpd

JF:sd

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

**SUMMARY OF AGREEMENT**

1. **TYPE OF SERVICE:**

HIV/AIDS Health Education/Risk Reduction - Prevention Case Management Services

2. **AGENCY ADDRESS AND CONTACT PERSON**

City of Pasadena Health Department  
1845 North Fair Oaks Avenue, G151  
Pasadena, California 91103  
Attention: Ms. Wilma Allen,  
Division Manager  
Telephone: (626) 744-6041  
Fax: (626) 744-9115  
E-mail: wallen@cityofpasadena.net

3. **TERM:**

Agreement with City of Pasadena will be effective date of Board approval through December 31, 2006 .

4. **FINANCING INFORMATION:**

The maximum obligation of the City's HIV/AIDS Health Education/Risk Reduction - Prevention Case Management Services Agreement effective date of Board approval through December 31, 2006 is approximately \$77,080. This amount is 100% offset by CHHSA funds.

Funds are included in the Fiscal Year 2006-07 Adopted Budget.

5. **ACCOUNTABILITY FOR MONITORING:**

The administrators at OAPP will continue to monitor the contractor's performance.

6. **APPROVALS:**

OAPP:	Mario J. Perez, Chief Executive Officer
Public Health:	John F. Schunhoff, Acting Deputy Director
Contracts and Grants:	Gary Izumi, Chief
County Counsel (approval as to form):	Eva Vera, Senior Deputy



Exhibit \_\_\_\_

Contract No. H-\_\_\_\_\_

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
HEALTH EDUCATION/RISK REDUCTION - PREVENTION CASE MANAGEMENT  
SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

CITY OF PASADENA (hereafter  
"Contractor").

WHEREAS, California Health and Safety Code Section 101025  
places upon County's Board of Supervisors the duty to preserve  
and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000  
requires County's Board of Supervisors to appoint a County Health  
Officer, who is also the Director of County's Department of  
Public Health, to prevent the spread or occurrence of contagious,  
infectious, or communicable diseases within the jurisdiction of  
County; and

WHEREAS, County has established Office of AIDS Programs and Policy (OAPP) under the administrative direction of County's Department of Public Health (hereafter DHS or DPH); and

WHEREAS, County's OAPP is responsible for County's AIDS programs and services; and

WHEREAS, the term Director as used herein refers to County's Director of DPH or his/her authorized designee; and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County has been awarded grant funds from the California Department of Health Services (CDHS) and Centers for Disease Control and Prevention (CDC) to provide HIV/AIDS Prevention Services; and

WHEREAS, as a recipient of State funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area (EMA) HIV Continuum of Care.

WHEREAS, as a recipient of State funds, where there is a

Service Provider Network (SPN) in the Service Planning Area (SPA) in which Contractor provides services, Contractor's active participation in the SPN planning and coordination activities is expected and required.

WHEREAS, as a recipient of State funds, Contractor must implement a "consumer advisory committee" with regular meetings and consumer membership as a mechanism for continuously assessing client need and adequacy of Contractor's services, and to obtain client feedback.

WHEREAS, as a recipient of State funds, Contractor must actively collaborate and recruit referrals from service organizations and agencies beyond the Ryan White CARE Act service delivery system, including, but not limited to, substance abuse, mental health, primary health care and social services organizations.

WHEREAS, as a recipient of State funds, Contractor's referrals to and from organizations must be noted and tracked in the OAPP service utilization data system, and followed up in cases where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; and

WHEREAS, Contractor agrees to abide by the requirements of the funding sources and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide HIV/AIDS HEALTH EDUCATION/RISK REDUCTION - PREVENTION CASE MANAGEMENT services for compensation, as set forth herein; and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on Date of Board Approval and shall continue in full force and effect through December 31, 2006, subject to the availability of federal, State, or County funding sources. If such funding is not forthcoming, this Agreement shall terminate December 31, 2006. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set

forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during term of Agreement unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each term. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

A. If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other

agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's OAPP within thirty (30) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder.

2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A and D, attached hereto and incorporated herein by reference.

3. MAXIMUM OBLIGATION OF COUNTY:

A. During the period Date of Board Approval through December 31, 2006, the maximum obligation of County for all services provided hereunder shall not exceed Seventy-Seven Thousand, Eighty Dollars (\$77,080).

Of this amount, Fifty-Three Thousand, Seven Hundred Forty-Six Dollars (\$53,746) shall be allocated for Health Education/Risk Reduction Services, and Twenty-Three Thousand Three Hundred Thirty-Four Dollars (\$23,334) shall be allocated for Prevention Case Management Services.

Such maximum obligation is comprised entirely of California Health and Human Services Agency funds. This sum represents the total maximum obligation of County as shown in Schedules 1 and 2, attached hereto and incorporated herein by reference.

4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may

require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public Health. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.



B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the

applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

C. Funds received under the CARE Act will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

5. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

6. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the Exhibits, Schedules and Attachments, attached hereto, the language in this Agreement shall govern and prevail, and the remaining Exhibits, Schedules and Attachments shall govern and prevail in the following order:

Exhibits A, A-1, D, and D-1

Schedules 1 and 2

Exhibits B and C

7. COMPENSATION: County agrees to compensate Contractor for performing services hereunder as set forth in Schedules 1 and 2, and the COST REIMBURSEMENT Paragraph of this Agreement, attached hereto.

8. COST REIMBURSEMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing Health Education/Risk Reduction and Prevention Case Management services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the

services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the Schedules attached hereto.

B. County Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished

hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

C. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

D. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

E. Travel costs shall be reimbursed according to applicable federal, State, and/or local guidelines. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

F. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the Exhibits attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the Exhibits, Schedules and attachments attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the Exhibits of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

G. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from

noncompliance herein on the part of Contractor or any subcontractor.

9. ALTERATION OF TERMS: This Agreement, together with the Exhibits, Schedules and Attachments, attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

10. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following



programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Public Health, Office of AIDS Programs and Policy, Financial Services Division, 600 South Commonwealth Avenue, Sixth Floor, Los Angeles, California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts,

its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.

Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

12. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 Million

Products/Completed Operations

Aggregate: \$1 Million

Personal and Advertising Injury: \$1 Million

Each Occurrence: \$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 Million

Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

D. Professional Liability Insurance: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

13. CONTRACTOR'S OFFICE: Contractor's primary business office is located at 1845 North Fair Oaks Avenue G151, Pasadena, California 91103. Contractor's primary business telephone number is (626) 744-6041 and facsimile/FAX number is (626) 744-9115. Contractor shall notify in writing County's OAPP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor

changes, then Contractor shall notify County's OAPP Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

14. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

To County: 1. Department of Public Health  
313 North Figueroa Street  
8th Floor  
Los Angeles, California 90012

Attention: Chief of Operations

2. Department of Public Health  
Office of AIDS Programs and Policy  
600 South Commonwealth Avenue  
6th Floor  
Los Angeles, California 90005

Attention: Director

3. Department of Public Health  
Contracts and Grants Division  
313 North Figueroa Street  
6th Floor East  
Los Angeles, California 90012

Attention: Director

To Contractor: City of Pasadena Health Department  
1845 North Fair Oaks Avenue G151  
Pasadena, California 91103

Attention: Wilma Allen, Division Manager

IN WITNESS WHEREOF, the Board of Supervisors of the County  
of Los Angeles has caused this Agreement to be subscribed by its

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Chair, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

CITY OF PASADENA  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Gary Izumi, Chief  
Contracts and Grants

H-

EXHIBIT A

CITY OF PASADENA

HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

1. DEFINITION: HIV/AIDS health education/risk reduction (HE/RR) prevention services are comprehensive programs that: provide individual assessments of personal risk factors for HIV infection if HIV-negative and for HIV infection or HIV transmission if HIV-positive; develop and utilize a variety of strategies for enhance personal risk reduction efforts; and implement strategies to support and maintain behavior change. The delivery format of such programs includes, but is not limited to: targeted outreach, group-level, individual-level, community-level and health promotion interventions.

2. PERSONS TO BE SERVED:

A. HIV/AIDS HE/RR prevention services shall be provided to HIV-positive and HIV-negative men who have sex with men (MSM) and HIV-negative women at sexual risk (WSR) who reside in Supervisorial Districts 1, 3, and 5 within Services Planning Areas 1, 2, and 3 of Los Angeles County, in accordance with Attachment I, "Service Delivery

Specifications", attached hereto and incorporated herein by reference.

B. Contractor shall provide services to those at high or moderate risk for HIV infection and/or those who are HIV positive in accordance with Exhibit A-1 Scope of Work, attached hereto and incorporated herein by reference. For the purposes of this Agreement, a high-risk individual meets the following criteria: acknowledges having practiced unprotected sex or shared injection drug paraphernalia at least three (3) times in the previous three (3) months with someone who has HIV or whose serostatus is unknown, AND one (1) or more of the following co-factors: 1) has a diagnosed or diagnosable mental illness, 2) has a diagnosed or diagnosable substance use disorder, including alcoholism, OR acknowledges using crack cocaine or methamphetamine in the past three months, OR reports sex while high on any substance in the past month, 3) has a diagnosis or symptoms consistent with sexual addiction or compulsion, 4) has a sexually transmitted disease or has exchanged sex for food, money, shelter or drugs in the past three (3) months. A moderate-risk individual reports having unprotected sex or sharing injection drug paraphernalia with a person who has

HIV or whose serostatus is unknown at least once in the previous year OR has any one (1) of the co-factors listed in the definition for high-risk persons.

3. SERVICE DELIVERY SITE: Contractor's facility where services are to be provided hereunder is located at:  
1845 North Fair Oaks Avenue G151, Pasadena, California 91103.  
For the purposes of this Agreement, Contractor shall specify specific cross streets and locations for street outreach activities in monthly reports to Office of AIDS Programs and Policy (OAPP).

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such location and/or before commencing services at any other location.

4. COUNTY'S MAXIMUM OBLIGATION: During the period of Date of Board Approval through December 31, 2006, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS HE/RR prevention services shall not exceed Fifty-Three Thousand, Seven Hundred Forty-Six Dollars (\$53,746).

5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder as set forth in Schedule 1.

B. Services performed under this Agreement are subject to review of monthly and annual expenditures and program performance, comparison of BRG versus non-BRG served, etc. OAPP may modify payment for services based on the above-mentioned criteria.

Payment for services provided hereunder shall be subject to the provisions set forth in the COST REIMBURSEMENT paragraph of this Agreement.

6. SERVICES TO BE PROVIDED:

A. Contractor shall provide HIV/AIDS HE/RR prevention services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibits A-1, Scope of Work, attached hereto and incorporated herein by reference.

B. Contractor shall comply with the Interim Revision, or most current, Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs, as referenced in Exhibit B.

C. Contractor shall obtain written approval from OAPP's Director or designee for all educational materials utilized in association with this Agreement prior to its implementation.

D. Contractor shall submit for approval such educational materials to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials may include, but not limited to, written materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).

E. Failure of Contractor to abide by this requirement may result in the suspension of this Agreement at the Director's sole discretion.

F. Contractor shall utilize funds received from County for the sole purpose of providing HIV/AIDS HE/RR prevention services.

G. Contractor shall not utilize funds received from County for the purpose of any and all activities associated

with needle exchange, including, but not limited to, purchasing and exchanging of needles.

H. Contractor shall ensure that all staff supported by County funds are not engaged in any and all needle exchange activities.

I. Contractor shall be responsible for reimbursing County for all funds expended on any and all activities associated with needle exchange.

J. Any breach of these provisions shall result in the immediate termination of Agreement.

7. ADDITIONAL REQUIREMENTS:

A. Contractor shall utilize the web-based HIV/AIDS Information Resources System (HIRS) for collection, data entry, and generation of client-level data to submit to OAPP.

B. Contractor shall provide their own computer hardware including a personal computer (PC), monitor, keyboard, mouse and printer with existing OAPP hardware and software compatibility list. The computer's central processing unit (CPU) at a minimum shall contain the following hardware and software requirements: 256 megabytes (MB) or higher of random access memory (RAM); 20 gigabyte

(GB) or higher hard drive; Windows 98 or higher operating system; floppy disk drive; CD-Rom drive; Symantec Norton or McAfee Anti-Virus; Adobe Acrobat; and Microsoft Office. Contractor shall be responsible for maintenance of their computer hardware and software.

(1) Contractor shall provide their own computer supplies required by the data management/data reporting process. Computer supplies include: digital subscriber line (DSL); web browser version 6.0 or higher; simple network management protocol (SNMP) agent; equipment maintenance contracts, insurance, CDs and CD labels, toner cartridges, printer paper, and envelopes.

(2) Contractor shall be responsible for protecting the data as described in the California Department of Health Services, Office of AIDS, HIV Counseling and Testing Guidelines (1997), including backup and storage of current data on a read/write CD and/or backup tape, and screen saver password protection procedures.

(3) Contractor may seek assistance from OAPP Network Administrator for software installation,



training, and troubleshooting, strategies for data management, and consultation on the process/management of the questionnaire from the client to the software.

C. Contractor shall actively participate in the Prevention Planning Committee (PPC) and Service Provider Network (SPN) meetings to assist in the planning and operations of prevention services in Los Angeles County.

8. ADDITIONAL SERVICE REQUIREMENTS:

A. Outreach Services: For the purposes of this Agreement, Outreach Services shall be defined as educational interventions that are generally conducted by peer or paraprofessional educators face-to-face with high-risk individuals in neighborhoods or other areas where the target population gathers. Outreach activities can take place in such sites as streets, bars, parks, bathhouses, shooting galleries, among others. The primary purpose of Outreach is the recruitment of individuals into more intensive services. These interventions are conducted by program staff in person with high-risk or hard-to-reach individuals. Contractor at a minimum shall provide appropriate risk reduction information and materials, including, but not limited to: risk reduction literature; condoms, lubricant, and safer sex

instructions; bleach, water, and directions to properly clean needles and works. Other aspects of Outreach include that the outreach worker discusses the agency's or other HIV/AIDS programs and how the individual can benefit from these services. The outreach worker may also ask a few questions to assess risk behavior(s). Contractor shall gather the following required documentation during Outreach: date of encounter; location including address or cross street and zip code; client name, identification number, or unique identifier; age or age range; race/ethnicity; gender; behavior risk group; and phone number. The Outreach form must be signed or initialed and dated by staff member conducting the intervention. Outreach staff shall set up an appointment with each client for intake and/or provide a Linked Referrals. A Linked Referral is the direction of a client to a specific service as indicated by the client assessment. At a minimum, a Linked Referral must include: referral information provided in writing and verification regarding the client's access to services.

(1) Outreach Minimum Performance Indicators:

Contractor shall document the mean number of outreach encounters required to get one person to access any of

the following services: HIV counseling and testing services, sexually transmitted disease screening and testing services, an individual level intervention service, a group level intervention service or prevention case management.

(2) Outreach Staff Training: Contractor shall conduct ongoing appropriate staff training to assist staff with performing outreach services.

(a) Staff training shall include, but not be limited to: HIV/STD and Hepatitis information, Outreach policies and procedures; rapport building; understanding outreach in a scientific context, engagement strategies, cultural sensitivity; health information and demonstration strategies; confidentiality and ethics; laws and regulations; burn out prevention; knowledge of social services in the area; and conducting a risk assessment; materials distribution; and documentation.

(b) Contractor shall maintain documentation of staff training in personnel files for Outreach services to include, but not be limited to: 1)

date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

B. Risk Assessment: For the purposes of this Agreement, Risk Assessment shall be defined as the comprehensive evaluation and determination of a client's risk for HIV infection based on the client's self-report. It is a face-to-face interview with each client to assess, at a minimum, HIV risk behaviors. In addition, it may comprehensively assess: health; STD history; substance and alcohol use; mental health; sexual history; social and environmental support; skills to reduce HIV risk; barriers to safer behavior; protective factors; and to evaluate the clients strengths, competencies, needs, and available resources. This process is accomplished by utilizing a risk assessment form.

(1) Direct Services: During each term of this Agreement, Contractor shall conduct a risk assessment for the following activities to include, but not be limited to, Outreach encounters, one-on-one or small group risk reduction counseling, prevention and education support and/or discussion groups, and workshops:

(a) Risk Assessment session: a face-to-face interview with each client to assess HIV risk behaviors. It may also assess sexual history, STD history, substance and alcohol use, skills to reduce HIV risk, barriers to safer behavior, social and environmental support, protective factors, and to evaluate the clients needs and available resources. The information obtained is then utilized to develop a baseline of client risk, assess client risk reduction needs, and determine appropriate referrals to other prevention, counseling and testing, medical and social services.

(b) Risk assessments shall consist of the following required documentation: date of assessment; signature and title of staff person conducting assessment; client's status and needs in the following psychosocial areas: risk behaviors, risk reduction skills, barriers to safer behavior, substance use, social support systems, primary and secondary preventions, and

identified resources to assist clients in areas of need.

(2) Risk Assessment Staff Training: Contractor shall conduct ongoing appropriate staff training to assist staff with performing comprehensive risk assessments.

(a) Staff training shall include, but not be limited to: rapport building; survey administration; data gathering; and documentation.

(b) Contractor shall maintain documentation of staff training for risk assessments to include, but not limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

C. Individual-Level Intervention: For the purposes of this Agreement, Individual-Level Intervention (ILI) shall be defined as health education and risk reduction counseling provided to one individual at a time and either face-to-face or via the Internet. Individual Level Interventions assist clients in making plans for individual behavior change, provide ongoing appraisals for the client's own behavior, and includes skills-building activities. ILI activities are

intended to facilitate linkages to services in both clinic and community-based settings and to support behaviors and practices that prevent transmission of HIV.

(1) Risk Reduction Counseling: Risk Reduction one-on-one counseling sessions shall focus on the understanding of human behavior (why people do what they do), identification of the personal factors that affect actions, knowledge, skills building and behavior change activities (safer sex practices, proper condom/latex barrier use and demonstration, needle cleaning techniques). The counseling sessions shall be conducted by trained program staff. One-on-one risk reduction counseling must include a thirty (30), sixty (60) and ninety (90) day follow-up component to assess risk reduction behaviors over a period of time.

(2) Individual Level Risk Reduction Counseling via Internet: One-on-one Internet risk reduction counseling shall have a clear engagement and screening process to determine client's eligibility, client identifier, and document client-level data. Contractor shall develop an evaluation plan designed to document outcomes and measures of success. Contractor shall

develop a protocol describing how clients will be recruited, topics to be discussed, and the method of documenting Internet sessions.

(3) Direct Services: During each term of this Agreement, Contractor shall conduct the following services for one (1) or more of the following activities:

(a) Individual Risk Reduction Counseling Sessions: Contractor shall ensure that documentation is maintained for individual risk reduction counseling sessions. At a minimum, documentation shall include: date(s) of individual/one-on-one session(s), location or site of session(s), client name or identification number/unique identifier, session outline or progress note describing what was discussed, including development of a risk reduction plan, client's commitment to risk reduction behaviors, type of follow-up and location or site of follow-up, follow-up session outline or progress note describing what was discussed and any risk



reduction plan that was developed and referrals given.

(b) Risk Assessment: Contractor shall ensure that documentation is maintained for individual risk reduction counseling session, including but not limited to: client's risk behaviors, risk reduction skills, barriers to safer behavior, substance use, social support systems, primary and secondary prevention strategies, identified resources to assist clients in areas of need, signed and dated by staff member providing the services.

(c) Linked Referrals: Contractor shall ensure that documentation is maintained for individual risk reduction counseling sessions. At a minimum, documentation shall include: date of referral, client name, identification number, or unique identifier, name, address and telephone number of referral agency, reason for referral, follow-up verification that client accessed services, signed and dated by staff member providing services.

(4) Individual-Level Risk Reduction Counseling

Staff Qualifications: At a minimum, each ILI staff shall possess a bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education; ability to develop and maintain written documentation; knowledgeable of HIV risk behaviors, human sexuality, substance use, STDs, and Hepatitis the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The ILI staff providing services hereunder shall be supervised by a staff member or consultant with experience in providing individual counseling services and have the academic training and/or experience to ensure the appropriateness and quality of services. Such academic training includes: Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of Public Health (M.P.H.) or Ph.D. in a

behavioral science field or a bachelor's degree with at least four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education.

(5) Individual-Level Risk Reduction Counseling Supervision: Contractor shall provide supervision for each staff conducting ILI intervention at a minimum of one (1) hour per week. Supervisorial activities shall include, but not be limited to:

(a) Individual/Group Conferences:

Discussion of selected clients with supervisor and peers to assist in problem-solving related to clients and to ensure that guidance and high-quality paraprofessional services are being provided.

(b) Individual/Group conferences shall consist of the following required documentation: Date of individual group conference; name of participants; psychosocial issues and concerns identified; follow-up plan; verification that

guidance has been implemented; and supervisor's first initial, last name, and title.

(6) Individual Level Risk Reduction Counseling

Staff Training: Contractor shall conduct ongoing appropriate staff training to assist staff with performing paraprofessional services. Staff training shall include, but not be limited to the following:

(a) Orientation to roles, limitations of responsibility, how and when to access supervision, how and when to utilize other service providers, client centered counseling, non-judgmental responding and empathetic listening.

(b) Cultural/Diversity sensitivity including: finding common ground; respecting differences; and how HIV/AIDS interacts with race, class, sex, and sexual orientation.

(c) Legal/Ethical issues, including: confidentiality and limitations and boundaries of the paraprofessional role.

(d) Contractor shall maintain documentation of staff training to include, but, not limited to:

1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

(e) Contractor shall document training activities in monthly reports to OAPP. For the purpose of this Agreement, training documentation shall include, but not be limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

(7) Minimum Individual-Level Intervention

Indicators: Contractor shall document the minimum ILI indicators to include, but not be limited to: the proportion of persons that completed the intended number of ILI sessions, and the proportion of the intended number of BRG clients to be reached with the ILI who were actually reached.

D. Group-Level Interventions: For the purposes of this Agreement, Group-Level Interventions (GLI) are health education and risk reduction counseling that is provided to groups of varying sizes. GLI may include peer and non-peer models involving a wide range of skills, information, education, and support. GLI must have a multiple session

component thereby including at least three (3) sessions in its design with a follow-up component.

(1) Direct Services: During each term of this Agreement, Contractor shall conduct services for one (1) or more of the following activities:

(a) Group Risk Reduction Counseling: Small group counseling sessions focusing on behavior change activities, such as safer sex practices, proper condom/latex barrier use and demonstration, and needle cleaning techniques, and conducted by trained program staff. GLI session shall range from a series of three (3) sessions (or modules) to six (6) sessions. Group risk reduction counseling sessions follow the close-ended group model. Close-ended groups are structured, have a defined lifespan, and are also likely to set membership limits. The closed group allows for important continuity and facilitating the development of trust among members, as they get to know each other over time. The closed group model is more suitable to the establishment of client-specific outcome objectives that can be monitored

over time (e.g. self-reported increased condom use with sexual partners at the end of four (4) weeks of group attendance).

i) Group risk reduction counseling shall consist of the following required documentation: date; time; and location of group; names, client identification numbers, or unique identifiers of participants; and a group outline, agenda, or minutes which briefly describe what was discussed.

(b) Support Group Counseling: Informal groups that encourage maintenance of newly acquired risk reduction behaviors. Support groups are usually open-ended with open enrollment and where extended life is more suited to member's needs. Open ended groups facilitate the potential member's ability to drop in when they need to. Clients must attend at least three (3) support group counseling sessions. These sessions are less structured than group risk reduction counseling and are not psychotherapy groups. Support groups may be conducted by trained, self-

identified members of the target population or paraprofessional staff.

i) Support group counseling shall consist of the following required documentation: date; time; and location of group; names, client identification numbers, or unique identifiers of participants; and a group outline, agenda, or minutes which briefly describe what was discussed.

(c) Peer Health Education Training: Structured training session(s) in which a speaker(s) presents to target population peers highly structured health education and risk reduction intervention information. Peer training shall educate peers to serve as role models and demonstrate risk reduction behaviors within their community. Trainings may be single or multi-session and shall provide educational information based on an OAPP approved curriculum that could initiate the changing of norms or individual behavior.



i) Peer Health Education Training shall consist of the following required documentation: date; time; and location of training; participant names; certification test; and a training outline based on an OAPP approved curriculum.

(2) Paraprofessional Qualifications: At a minimum, each Paraprofessional shall possess a bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education; ability to develop and maintain written documentation; knowledgeable of HIV risk behaviors, human sexuality, substance use, STDs, the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The paraprofessional(s) providing services hereunder shall be supervised by a staff member or consultant with experience in providing paraprofessional services and have the academic training and/or experience to ensure the

appropriateness and quality of paraprofessional services. Such academic training includes: Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of Public Health (M.P.H.) or Ph.D. in a behavioral science field or a bachelor's degree with extensive experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education.

Paraprofessional Supervisor(s) shall additionally possess the qualifications as stated in the Paraprofessional Qualifications Paragraph of this Agreement.

(3) Paraprofessional Staff Training: Contractor shall conduct ongoing appropriate staff training to assist staff with performing paraprofessional services.

(a) Staff training shall include, but not be limited to the following:

i) Orientation to paraprofessional support including: role of paraprofessionals; services provided by

paraprofessionals; limitations of paraprofessional activity; how and when to access supervision; how to utilize and refer clients to other available services.

ii) Paraprofessional skills including: facilitation of prevention and education support/discussion groups; non-judgmental responding; empathetic listening; and service documentation.

iii) Cultural/Diversity sensitivity including: finding common ground; respecting differences; and how HIV/AIDS interacts with race, class, sex, and sexual orientation.

iv) Legal/Ethical issues, including: confidentiality and limitations and boundaries of the paraprofessional role.

(b) Contractor shall maintain documentation of staff training for paraprofessionals to include, but, not limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

(4) Minimum Group-Level Intervention Indicators:

Contractor shall document the minimum Group-Level Intervention (GLI) Indicators to include, but not be limited to: the proportion of persons that completed the intended number of sessions, and the proportion of the intended number of the BRG clients to be reached with the GLI who were actually reached.

9. STAFFING REQUIREMENTS:

A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this Agreement, staff shall be defined as paid and volunteer individuals providing services as described in Exhibit A-1, Scope of Work, attached hereto and incorporated herein by reference.

B. Contractor shall maintain recruitment records, to include, but not limited to: 1) job description of all positions funded under this Agreement; 2) staff résumé(s); 3) appropriate degrees and licenses; and 4) biographical sketch(es) as appropriate. In addition, contractor shall submit job descriptions and resumes for all staff providing services on this Agreement.

C. Contractor shall ensure that an annual performance

evaluation is completed on all staff paid on this Agreement.

D. In accordance with the ADDITIONAL PROVISION attached hereto and incorporated herein by reference, if during the term of this Agreement an executive director, program director, or a supervisory position becomes vacant, Contractor shall notify the OAPP Director in writing prior to filling said vacancy.

10. STAFF DEVELOPMENT AND TRAINING: Contractor shall conduct ongoing and appropriate staff development and training as described in Exhibit A-1, Scope of Work, attached hereto and incorporated herein by reference.

A. Contractor shall provide and/or allow access to ongoing staff development and training of HIV/AIDS HE/RR staff. Staff Development and training shall include, but not be limited to:

(1) HIV/AIDS - training shall include at a minimum: how the immune system fights diseases, routes of transmission, transmission myths, HIV's effect on the immune system and opportunistic infections, HIV treatment strategies, HIV antibody testing and test site information, levels of risky behavior, primary and

secondary prevention methods, psychosocial and cultural aspect of HIV infection, and legal and ethical issues.

(2) Sexually Transmitted Diseases (STD) - training shall include at a minimum: routes of transmission, signs and symptoms, treatment and prevention, complications, and links between HIV for chlamydia, gonorrhea, syphilis, trichomoniasis, genital herpes, genital warts and hepatitis.

(3) Tuberculosis (TB) - training shall include at a minimum: definition of TB exposure and disease, routes of transmission, signs and symptoms, TB tests, treatment and prevention, drug resistant TB, and links between TB and HIV.

(4) Curriculum Development - contractor shall ensure that at least one staff who is responsible for the development of curricula attend OAPP's "Making the Connection: Developing a Comprehensive Curriculum" training.

B. Contractor shall maintain documentation of staff training in each employee file to include, but, not limited to: 1) date, time, and location of staff training; 2) name

of trainer and title, training topic(s); 3) and name of attendees and title.

C. Contractor shall document training activities in the monthly report to OAPP. For the purposes of this Agreement, training documentation shall include, but not be limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees and title.

11. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following reports:

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for HERR services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California 90005, Attention: Financial Services Division Director.

B. Semi-Annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format.

C. Annual Reports: Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the year due thirty (30) days after the last day of the contract term.

D. Other Reports: As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

12. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.



Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

13. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

A. Identify leadership and accountability of the medical director or executive director.

B. Use measurable outcomes and data collected to determine progress toward established benchmarks.

C. Focus on linkages to care and support services and client perception pertaining to their health and the effectiveness of the service received.

D. Be a continuous quality improvement (CQI) process reported to senior leadership annually.

14. QUALITY MANAGEMENT PLAN: Contractor shall base its program on a written QM plan. Contractor shall develop **one**

agency-wide QM plan that encompasses all HIV/AIDS care and prevention services if possible. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the designated medical director or executive director. The QM plan and program will be reviewed by OAPP staff during the QM program review. The written QM plan shall at a minimum include the following components:

A. Objectives: QM plan should delineate specific goals and objectives that are in line with the program's mission, vision and values.

B. QM Committee: Describes the purpose of the committee, composition, meeting frequency, at a minimum quarterly, and required documentation (e.g., minutes, agenda, sign-in sheet, etc). A separate Committee need not be created if the contracted program has established an advisory committee or the like, so long as its composition and activities follow the QM program objectives.

C. Selection of QM Approach: Describes the QM approach, such as Plan-Do-Study-Act (PDSA), Chronic Care

Model or Joint Commission on Accreditation of Healthcare Organization (JCAHO) 10-Step model.

D. QM Program Content:

(1) Measurement of Outcome Indicators - at a minimum, collection and analysis of data measured from the specific OAPP selected indicators. In addition, contractor can measure other aspects of care and services as needed.

(2) Development of Data Collection Method - to include sampling strategy (e.g., frequency, percentage of sample size), collection method (e.g., chart abstraction, interviews, surveys, etc.), and creation of a data collection tool.

(3) Collection and Analysis of Data - results to be reviewed and discussed by the QM committee. The findings of the data analysis are to be communicated with all program staff involved.

(4) Identify and Sustainment Improvement - QM committee shall be responsible for identifying improvement strategies, tracking progress, and sustaining the improvement achieved.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback regarding the accessibility, the appropriateness of service and care. The feedback also include the degree to which the service provided meets client's need and satisfaction. Client input obtained shall be discussed at the agency's QM Committee on a regular basis for the enhancement of the service delivery. Aggregated data is to be reported to the QM committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish a policy and procedure for addressing and resolving client's grievances at the level closest to the source within agency. The grievance data is to be tracked, trended, and reported to the agency's QM committee for improvements of care and services. The information is to be made available to OAPP's staff during program reviews.

G. Random Chart Audits (Prevention Services): Sampling criteria shall be based on important aspects of prevention and care and shall be, at a minimum, 10% or 30 charts, whichever is less. Results of sampling to be reported and discussed in the QM committee quarterly.

15. QUALITY MANAGEMENT PROGRAM MONITORING: To determine the compliant level, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on 100% as the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

- A. QM Program Content
- B. Client Feedback Process
- C. Client Grievance Process
- D. Random Chart Audit (if applicable).

16. EVALUATION:

A. Contractor shall submit an evaluation plan for contracted services within sixty (60) days of the receipt of the fully executed Agreement. The evaluation plan shall be consistent with the Centers for Disease Control and Prevention (CDC) Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) as it currently exist or as it is modified in the future. The Guidance is also available in the internet at [www.cdc.gov/hiv/eval.htm](http://www.cdc.gov/hiv/eval.htm)

B. Contractor shall submit process data consistent with the types of data required by the CDC (Example forms to

summarize process data located in Volume 2, Chapter 4 of Evaluating CDC-funded Health Department HIV Prevention Programs), as directed by OAPP.

C. OAPP shall provide Contractor with CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) and forms.

D. Contractor shall submit to OAPP Progress Report no later than 30 days after each 45 day period. The required data and information shall be submitted in accordance with the CDC Evaluation Guidance and forms, as provided by OAPP.

E. OAPP shall provide written notification to Contractor of any revisions or modifications to CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) and forms within ten (10) working days of OAPP's receipt of such revisions or modifications.



Attachment I

SERVICE DELIVERY SPECIFICATIONS

AIDS SERVICE CENTER

HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

BEHAVIORAL RISK GROUPS:

MEN WHO HAVE SEX WITH MEN, WOMEN AT SEXUAL RISK

SERVICE DELIVERY SPECIFICATION BY SERVICE PLANNING AREA (SPA)								
SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8	TOTAL
23%	30%	47%	0%	0%	0%	0%	0%	100%

Service delivery specifications by SPA were determined by the agency proposal and fair share allocation. Specifications shall be adhered to as a means to meet the HIV Prevention Plan 2005-2008 goals.

SERVICE DELIVERY SPECIFICATION BY ETHNICITY					
African-American	Asian and Pacific Islander	Latino	White	American Indian	TOTAL
28%	3%	36%	33%	0%	100%

Specifications shall be utilized as a guide to target clients as a means to meet the HIV Prevention Plan goals.



SCHEDULE 1

CITY OF PASADENA

HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

BEHAVIORAL RISK GROUPS: MSM AND WSR

SERVICE PLANNING AREAS: 1, 2 AND 3

	<u>Budget Period</u> Date of Board Approval through <u>December 31, 2006</u>
Salaries	\$ 37,700
Employee Benefits	<u>\$ 7,364</u>
Total Salaries and Employee Benefits	\$ 45,064
Operating Expenses	\$ 8,348
Capital Expenditures	\$ -0-
Other Costs	\$ 334
Indirect Cost	<u>\$ -0-</u>
TOTAL PROGRAM BUDGET	\$ 53,746

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

## EXHIBIT B

### CONTENT OF AIDS-RELATED WRITTEN MATERIALS, PICTORIALS, AUDIOVISUALS, QUESTIONNAIRES, SURVEY INSTRUMENTS, AND EDUCATIONAL SESSIONS IN CENTERS FOR DISEASE CONTROL ASSISTANCE PROGRAMS Interim Revisions June 1992

#### 1. BASIC PRINCIPLES:

Controlling the spread of HIV infection and AIDS requires the promotion of individual behaviors that eliminate or reduce the risk of acquiring and spreading the virus. Messages must be provided to the public that emphasize the ways by which individuals can fully protect themselves from acquiring the virus. These methods include abstinence from the illegal use of IV drugs and from sexual intercourse except in a mutually monogamous relationship with an uninfected partner. For those individuals who do not or cannot cease risky behavior, methods of reducing their risk of acquiring or spreading the virus must also be communicated. Such messages can be controversial. These principles are intended to provide guidance for the development and use of educational materials, and to require the establishment of Program Review Panels to consider the appropriateness of messages designed to communicate with various groups.

A. Written materials (e.g., pamphlets, brochures, fliers), audiovisual materials, (e.g., motion pictures and

video tapes, and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings) should use terms, descriptors, or displays necessary for the intended audience to understand dangerous behaviors and explain less risky practices concerning HIV transmission.

B. Written materials, audiovisual materials, and pictorials should be reviewed by Program Review Panels consistent with the provisions of Section 2500(b), (c), and (d) of the Public Health Service Act, 42 U.S.C. Section 300ee(b), (c), and (d), as follows:

"SEC. 2500. USE OF FUNDS.

(b) CONTENTS OF PROGRAMS.- All programs of education and information receiving funds under this title shall include information about the harmful effects of promiscuous sexual activity and intravenous substance abuse, and the benefits of abstaining from such activities.

(c) LIMITATIONS.- None of the funds appropriated to carry out this title may be used to provide education or information designed to promote or encourage, directly, homosexual or heterosexual activity or intravenous substance abuse.

(d) CONSTRUCTION.- Subsection (c) may not be construed to restrict the ability of an education program that includes the information required in subsection (b) to provide accurate information about various means to reduce an individual's risk of exposure to, or the transmission of, the etiologic agent for acquired immune deficiency syndrome, provided that any informational materials used are not obscene."

C. Educational sessions should not include activities in which attendees participate in sexually suggestive physical contact or actual sexual practices.

D. Messages provided to young people in schools and in other settings should be guided by the principles contained in "Guidelines for Effective School Health Education to Prevent the Spread of AIDS" (MMWR 1988;37 [suppl. no. S-2]).

2. PROGRAM REVIEW PANEL:

A. Each recipient will be required to establish or identify a Program Review Panel to review and approve all written materials, pictorials, and proposed educational group session activities to be used under the project plan. This requirement applies regardless of whether the applicant plans to conduct the total program activities or plans to

have part of them conducted through other organization(s) and whether program activities involve creating unique materials or using/distributing modified or intact materials already developed by others. Whenever feasible, CDC funded community-based organizations are encouraged to use a Program Review Panel established by a health department or an other CDC-funded organization rather than establish their own panel. The Surgeon General's Report on Acquired Immune Deficiency Syndrome (October 1986) and CDC-developed materials do not need to be reviewed by the panel unless such review is deemed appropriate by the recipient. Members of a Program Review Panel should:

(1) Understand how HIV is and is not transmitted;  
and

(2) Understand the epidemiology and extent of the HIV/AIDS problem in the local population and the specific audiences for which materials are intended.

B. The Program Review Panel will be guided by the CDC Basic Principles (in the previous section) in conducting such reviews. The panel is authorized to review materials only and is not empowered either to evaluate the proposal as a whole or to replace any other internal review panel or

procedure of the recipient organization or local governmental jurisdiction.

C. Applicants for CDC assistance will be required to include in their applications the following:

(1) Identification of a panel of no less than five persons which represent a reasonable cross-section of the general population. Since Program Review Panels review materials for many intended audiences, no single intended audience shall predominate the composition of the Program Review Panel, except as provided in subsection (d) below. In addition:

(a) Panels which review materials intended for a specific audience should draw upon the expertise of individuals who can represent cultural sensitivities and language of the intended audience either through representation on the panels or as consultants to the panels.

(b) The composition of Program Review Panels, except for panels reviewing materials for school-based populations, must include an employee of a state or local health department with appropriate expertise in the area under consideration who is designated by the health

department to represent the department on the panel. If such an employee is not available, an individual with appropriate expertise, designated by the health department to represent the agency in this matter, must serve as a member of the panel.

(c) Panels which review materials for use with school-based populations should include representatives of groups such as teachers, school administrators, parents, and students.

(d) Panels reviewing materials intended for racial and ethnic minority populations must comply with the terms of (a), (b), and (c), above. However, membership of the Program Review Panel may be drawn predominately from such racial and ethnic populations.

(2) A letter or memorandum from the proposed project director, countersigned by a responsible business official, which includes:

- (a) Concurrence with this guidance and assurance that its provisions will be observed;
- (b) The identity of proposed members of the Program Review Panel, including their names,

occupations, and any organizational affiliations that were considered in their selection for the panel.

D. CDC-funded organizations that undertake program plans in other than school-based populations which are national, regional (multistate), or statewide in scope, or that plan to distribute materials as described above to other organizations on a national, regional, or statewide basis, must establish a single Program Review Panel to fulfill this requirement. Such national/regional/state panels must include as a member an employee of a state or local health department, or an appropriate designated representative of such department, consistent with the provisions of Section 2.c.(1). Materials reviewed by such a single (national, regional, or state) Program Review Panel do not need to be reviewed locally unless such review is deemed appropriate by the local organization planning to use or distribute the materials. Such national/regional/state organization must adopt a national/regional/statewide standard when applying Basic Principles 1.a and 1.b.

E. When a cooperative agreement/grant is awarded, the recipient will:



(1) Convene the Program Review Panel and present for its assessment copies of written materials, pictorials, and audiovisuals proposed to be used;

(2) Provide for assessment by the Program Review Panel text, scripts, or detailed descriptions for written materials, pictorials, or audiovisuals which are under development;

(3) Prior to expenditures of funds related to the ultimate program use of these materials, assure that its project files contain a statement(s) signed by the Program Review Panel specifying the vote for approval or disapproval for each proposed item submitted to the panel; and

(4) Provide to CDC in regular progress reports signed statement(s) of the chairperson of the Program Review Panel specifying the vote for approval or disapproval for each proposed item that is subject to this guidance.

## EXHIBIT C

### GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

1. **INTRODUCTION:** Tuberculosis (TB) is a contagious infection of humans transmitted largely by airborne particles containing the TB bacillus, Mycobacterium tuberculosis, produced by a person with the active disease and inhaled into the lungs of a susceptible individual. Infected individuals have a relatively low overall risk (10%) of developing active disease unless they have one of several host deficiencies which may increase this risk. Today, infection with the human immunodeficiency virus (HIV) presents the greatest risk of developing active tuberculosis disease following infection with the TB bacillus. Preventing transmission of tuberculosis and protecting the health of clients, patients, or residents and employees, consultants, and volunteers of HIV/AIDS service providers is the major goal of these guidelines.

These guidelines are based on the current recommendations of the federal Centers for Disease Control (CDC), State Department of Health Services (Tuberculosis Control Program and Office of AIDS), and were developed collaboratively by Los Angeles County - Department of Health Services, Tuberculosis Control Office and AIDS Programs.

2. **POLICY:** Agencies with which County contracts to provide HIV/AIDS services in non-clinical settings shall obtain and maintain documentation of TB screening for each employee, consultant, and volunteer. Only persons who have been medically certified as being free from communicable TB shall be allowed to provide HIV/AIDS services.

3. **IMPLEMENTATION GUIDELINES**

A. All employees, consultants, and volunteers working for an agency providing services to persons with HIV disease or AIDS and who have routine, direct contact with clients, patients, or residents shall be screened for TB at the beginning date of employment or prior to commencement of service provision and annually thereafter.

(1). If an employee, consultant, or volunteer has completed TB screening with his or her own health care provider within six months of the beginning date of employment, the Contractor may accept certification from that provider that the individual is free from active TB.

(2). For purposes of these guidelines, "volunteer" shall mean any non-paid person providing services either directly for clients, patients, or residents or as part of general duties such as

housekeeping and meal preparation and these services are provided by such individual more frequently than one day a week and/or longer than one month duration.

B. Contractor shall be provided documentation by its new employees, consultants, and volunteers proof that they have completed the initial and annual TB screenings. The documentation may include the negative results of a Mantoux tuberculin skin test or certification from a physician/radiologist that an individual is free from active TB. This information shall be held confidential.

(1) At the time of employment or prior to commencement of service provision, all employees, consultants, and volunteers shall submit to Contractor the results of a Mantoux tuberculin skin test recorded in millimeters of induration.

(a) If the tuberculin skin test is positive, the individual must be examined by a physician, obtain a baseline chest x-ray, and submit a physician's written statement that he or she is free from communicable TB.

(b) A person who provides written documentation in millimeters of induration of a prior positive tuberculin skin test need not

obtain a pre-employment tuberculin skin test, but is required to obtain a chest x-ray result and submit a physician's statement that he or she does not have communicable TB.

2. At least annually or more frequently (as determined by TB Risk Assessment), each employee, consultant, and volunteer with a previously negative tuberculin skin test shall obtain another Mantoux tuberculin skin test and submit to Contractor the results of such test recorded in millimeters of induration.

(a) If this annual tuberculin test is newly positive, the person must have a baseline chest x-ray and submit a physician's written statement that he or she is free from communicable TB.

(b) Persons with a documented history of a positive tuberculin skin test and a negative chest x-ray shall be exempt from further screening unless they develop symptoms suggestive of TB. Persons with a history of TB or a positive tuberculin test are at risk for TB in the future and should promptly report to their employer any pulmonary symptoms. If symptoms of TB develop,

the person should be excused from further service provision and medically evaluated immediately.

(3). Contractor shall consult with Los Angeles County - Department of Health Services, Tuberculosis Control Office if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test while working or residing in its facility.

(4). Contractor whose agency or facility are in the jurisdictions of the City of Long Beach Health Department or the City of Pasadena Health Department shall consult with their local health department if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test while working or residing in its facility.

C. Contractor shall maintain the following TB screening documentation for each employee, consultant, and volunteer in a confidential manner:

(1) The results of the Mantoux tuberculin skin test, baseline chest x-ray (if required), and physician certification that the person is free from communicable TB obtained at the time of employment or prior to service provision;

(2) The results of the annual Mantoux tuberculin skin test or physician certification that the person does not have communicable TB; and

(3) The date and manner in which the County Tuberculosis Control Office, City of Long Beach Health Department, or City of Pasadena Health Department was notified of the following:

(a) Change in the tuberculin skin test from negative to positive;

(b) Person who is known or suspected to have a current diagnosis of TB; and

(c) Person who is known to be taking TB medications for treatment of disease only.

(4) Contractor shall develop and implement a system to track the dates on which the initial and annual tuberculin skin test results or physician certifications for each employee, consultant, and volunteer are due and received. The system shall include procedures for notifying individuals when the results of their TB screening are due.

D. Contractor is responsible for implementing an organized and systematic plan for ongoing education for its employees, consultants, and volunteers about the following:

(1) The risks of becoming infected and transmitting TB when a person has HIV disease or AIDS.

(2) The early signs and symptoms of TB which may indicate an individual should be seen by his or her physician.

(3) Ways to prevent the transmission of TB within the facility and to protect clients, patients, or residents and employees, consultants, and volunteers.

(4) The information that Contractor is required to report to the local health department.

E. Contractor may consult with the Los Angeles County - Department of Health Services, Tuberculosis Control Office at (213) 744-6151 to enlist their assistance in implementing the educational program. Those Contractors with agencies or facilities in Long Beach or Pasadena may consult with their local health department for such assistance.

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**EXHIBIT D**

**CITY OF PASADENA**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
PREVENTION CASE MANAGEMENT SERVICES**

1. DEFINITION: HIV/AIDS prevention case management (PCM) services are client-centered HIV prevention activities with the fundamental goal of promoting the adoption of HIV risk-reduction behaviors by clients with multiple, complex problems and risk reduction needs. PCM services are a hybrid of HIV risk-reduction counseling and traditional case management that provides intensive, ongoing, and individualized prevention counseling, support, and service brokerage.

The core elements of PCM services require the assessment of HIV risk behaviors and other psychosocial and health service needs in order to provide risk reduction counseling and to assure psychosocial and medical referrals, such as housing, drug treatment, and other health and social services for HIV positive and high-risk negative persons. PCM services provide intensive, individualized support and prevention counseling to assist persons in remaining HIV-negative, or to reduce the risk of HIV transmission by those persons who are HIV-positive.

Prevention Case Management services must follow Center for Disease Control and Prevention (CDC) guidelines and ensure that all characteristics and components are conducted. These components include the development of a client recruitment and engagement strategy, the screening and assessment of clients for appropriateness for PCM, development of a client centered prevention plan, and establishment of protocols to classify clients as "active", "inactive", or "discharged". PCM sessions technically begin once the client consents to the service and is successfully engaged. PCM clients must complete a minimum of four (4) sessions.

2. PERSONS TO BE SERVED:

A. HIV/AIDS prevention case management services shall be provided to HIV-positive men who have sex with men (MSM) who reside in Supervisorial districts 1, 3, 4, and 5 within Service Planning Areas (SPAs) 1, 2, 3, and 7 of Los Angeles County, in accordance with Attachment I, "Service Delivery Specifications", attached hereto and incorporated herein by reference.

B. Contractor shall provide services to those at high or moderate risk for HIV infection in accordance with Exhibits D-1, Scope of Work, attached hereto and

incorporated herein by reference. For the purposes of this Agreement, a high-risk individual meets the following criteria: acknowledges having practiced unprotected sex or shared injection drug paraphernalia at least three (3) times in the previous three (3) months with someone who has HIV or whose serostatus is unknown, AND one (1) or more of the following co-factors: 1) has a diagnosed or diagnosable mental illness, 2) has a diagnosed or diagnosable substance use disorder, including alcoholism, OR acknowledges using crack cocaine or methamphetamine in the past three months, OR reports sex while high on any substance in the past month, 3) has a diagnosis or symptoms consistent with sexual addiction or compulsion, 4) is homeless or in temporary and unstable housing, or 5) has a sexually transmitted disease or has exchanged sex for food, money, shelter or drugs in the past three (3) months. A moderate-risk individual reports having unprotected sex or sharing injection drug paraphernalia with a person who has HIV or whose serostatus is unknown at least once in the previous year OR has any one (1) of the co-factors listed in the definition for high-risk persons.

3. SERVICE DELIVERY SITE: Contractor's facility where services are to be provided hereunder is located at:  
1845 North Fair Oaks Avenue G151, Pasadena, California 91103.  
For the purposes of this Agreement, Contractor shall specify specific cross streets and locations for street outreach activities in monthly reports to Office of AIDS Programs and Policy (OAPP).

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such location and/or before commencing services at any other location.

4. COUNTY'S MAXIMUM OBLIGATION: During the periods of Date of Board Approval through December 31, 2006, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS prevention case management services shall not exceed Twenty-Three Thousand Three Hundred Thirty-Four Dollars (\$23,334).

5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder as set forth in Schedule 2.

B. Services performed under this Agreement are subject to review of monthly and annual expenditures and program performance, comparison of BRG versus non-BRG served, etc.

OAPP may modify payment for services based on the above-mentioned criteria.

Payment for services provided hereunder shall be subject to the provisions set forth in the COST REIMBURSEMENT Paragraph of this Agreement.

6. SERVICES TO BE PROVIDED:

A. Contractor shall provide HIV/AIDS prevention case management services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, CDC Prevention Case Management Guidelines, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibit D-1, and D-6, Scope of Work, attached hereto and incorporated herein by reference.

B. Contractor shall comply with the Interim Revision, or most current, Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs, as referenced in Exhibit B.

C. Contractor shall obtain written approval from OAPP's Director or designee for all educational materials

utilized in association with this Agreement prior to its implementation.

D. Contractor shall submit for approval such educational materials to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials may include, but not limited to, written materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).

E. Failure of Contractor to abide by this requirement may result in the suspension of this Agreement at the Director's sole discretion.

F. Contractor shall utilize funds received from County for the sole purpose of providing HIV/AIDS prevention case management services.

G. Contractor shall not utilize funds received from County for the purpose of any and all activities associated with needle exchange, including, but not limited to, purchasing and exchanging of needles.

H. Contractor shall ensure that all staff supported by County funds are not engaged in any and all needle exchange activities.

I. Contractor shall be responsible for reimbursing County for all funds expended on any and all activities associated with needle exchange.

J. Any breach of these provisions shall result in the immediate termination of Agreement.

7. ADDITIONAL REQUIREMENTS:

A. Contractor shall utilize the web-based HIV/AIDS Information Resources System (HIRS) for collection, data entry, and generation of client-level data to submit to OAPP.

B. Contractor shall provide their own computer hardware including a personal computer (PC), monitor, keyboard, mouse and printer with existing OAPP hardware and software compatibility list. The computer's central processing unit (CPU) at a minimum shall contain the following hardware and software requirements: 256 megabytes (MB) or higher of random access memory (RAM); 20 gigabyte (GB) or higher hard drive; Windows 98 or higher operating system; floppy disk drive; CD-Rom drive; Symantec Norton or

McAfee Anti-Virus; Adobe Acrobat; and Microsoft Office.  
Contractor shall be responsible for maintenance of their  
computer hardware and software.

(1) Contractor shall provide their own computer  
supplies required by the data management/data reporting  
process. Computer supplies include: digital  
subscriber line (DSL); web browser version 6.0 or  
higher; simple network management protocol (SNMP)  
agent; equipment maintenance contracts, insurance, CDs  
and CD labels, toner cartridges, printer paper, and  
envelopes.

(2) Contractor shall be responsible for  
protecting the data as described in the California  
Department of Health Services, Office of AIDS, HIV  
Counseling and Testing Guidelines (1997), including  
backup and storage of current data on a read/write CD  
and/or backup tape, and screen saver password  
protection procedures.

(3) Contractor may seek assistance from OAPP  
Network Administrator for software installation,  
training, and troubleshooting, strategies for data  
management, and consultation on the process/management  
of the questionnaire from the client to the software.



C. Contractor shall actively participate in the Prevention Planning Committee(PPC) and Service Provider Network (SPN) meetings to assist in the planning and operations of prevention services in Los Angeles County.

8. ADDITIONAL SERVICE REQUIREMENTS:

A. Prevention Case Management Services: For the purposes of this Agreement, Prevention Case Management (PCM) shall be defined as client-centered activities through which care for persons who are at risk for HIV infection is coordinated. These activities are conducted by qualified prevention case managers who assess the client's physical, psychological, environmental, financial and risk factors and facilitate the client's access to appropriate sources of health care, substance treatment, financial assistance, mental health care, risk reduction skills building counseling and activities, and other support services. PCM services include, but are not limited to, the following activities: intake; comprehensive assessment of the client's needs; development of the client centered service plan; interventions with or on behalf of the client; referrals; active ongoing follow-up; and periodic reassessments of the client's status.

B. Outreach/Recruitment Plan: For the purpose of this Agreement, an Outreach/Recruitment Plan shall be defined as a comprehensive plan detailing a systematic schedule of days, times, and sites where perspective PCM clients will be engaged and recruited into PCM services. At a minimum, an outreach/recruitment plan will include: outreach staff/recruiters qualifications, procedures explaining the recruitment process and how a client will transition into PCM, and schedule of days and times for recruitment.

C. Screening and Assessment Plan: For the purpose of this Agreement, a Screening and Assessment Plan shall be defined as a comprehensive plan detailing how PCM clients will be assessed for appropriateness and need. It is expected that Prevention Case Management staff will meet with potential clients at least once before enrollment into PCM services is attempted. At a minimum, a screening and assessment plan will include: screener qualifications, procedures explaining the screening and assessment process and how a client will be assigned to a Prevention Case Manager.

(1) Direct Services: Contractor shall ensure that each Full Time Equivalent (FTE) Prevention Case

Manager maintains a minimum caseload of 30 active clients.

(a) Client Intake: Client Intake determines if a person is eligible to register as a PCM client. If the person is registered as a PCM client, the Prevention Case Manager initiates a client file to include demographic data, emergency contact/next of kin information, and eligibility documentation.

i) Client intake shall consist of the following required documentation: date of intake; client name, age, gender, race/ethnicity, sexual orientation and level of education; client's level of risk, home address, mailing address, and telephone number; emergency contact/next of kin name, home address, and telephone number; proof of County of Los Angeles residency; a signed and dated Release of Information Form (RIF) updated annually (a new form must be initiated if there is a need for communication with an individual not listed in/on the current RIF); a signed and dated

Limits of Confidentiality Form; a signed and dated Consent to receive PCM services; and a signed and dated Client Rights, Responsibilities, and Grievance Procedures Form. The Intake form must be signed and dated by staff member conducting the client intake.

(b) Comprehensive Assessment: A

Comprehensive Assessment is defined as a face-to-face interview with each client to assess health, adherence to treatment, STD history, substance and alcohol use, mental health, sexual history, social and environmental support, skills to reduce HIV risk, barriers to safer behavior, protective factors, and to evaluate the clients strengths, competencies, needs, and available resources. The information obtained is then utilized to develop a Client Centered Service Plan (CCSP).

i) Comprehensive assessments shall consist of the following required documentation; date of assessment; signature and title of staff person conducting assessment; client's acuity level (high for

multiple needs or medium for few needs); client's status and needs in the following psychosocial areas: finances, employment, education, housing, transportation, legal, physical, nutrition, substance use, mental health, cultural, religious, spiritual, social support systems, risk behaviors, risk reduction skills, barriers to safer behavior, health care provisions, adherence to medication/treatment, and primary and secondary preventions; identified resources to assist clients in areas of need.

ii) Each client shall be contacted at a minimum of four (4) sessions. Frequency of contacts may also be determined by the assessed acuity level. The acuity level is ascertained during the initial Comprehensive Assessment utilizing all components of the assessment and the current needs of the client. The acuity level shall be reassessed on a continuous basis by the Prevention Case Manager in conjunction with the client.

(c) Client Centered Service Plan: A CCSP is developed for each client within two (2) weeks of the Client Intake and Comprehensive Assessment. The CCSP shall be based on the intake and assessment information, developed in conjunction with the client, and shall be updated as needed.

i) CCSP shall consist of the following required documentation: date and signature of Prevention Case Manager and client; description of client goals/ behavioral objectives and dates established; steps to be taken by the client, Prevention Case Manager, and others to reach the goals; time frame by which goals are expected to be met; and disposition of each goal as they are met, changed, or determined to be unattainable.

(d) Implementation of Client Centered Service Plan and Follow-Up: Contractor shall ensure the following:

i) Prevention Case Manager shall monitor changes in the client's condition or circumstances, update the CCSP, and provide

appropriate referrals and ensure accessibility and coordination of care.

ii) Prevention Case Manager shall actively follow-up on the established goals in the CCSP to evaluate if the needs of the client are being met and services are appropriate.

iii) Prevention Case Manager shall contact clients with a high acuity level at least once per month. At a minimum, such contacts shall include one (1) face-to-face client contact every three (3) months.

iv) Prevention Case Manager shall contact clients with a medium acuity level at least once per quarter (three-month period). At a minimum, such contacts shall include one (1) face-to-face client contact every six (6) months.

v) Implementation of CCSP and Follow-Up activities shall consist of the following required documentation: current and dated progress notes; all client contacts, attempted contacts, and actions taken on

behalf of the client; changes in the client's status and progress made towards achieving the goals identified in the CCSP; date and type of contact; description of what occurred during contact; type and results from referrals or interventions provided; identify barriers in implementing the CCSP; time spent with, or on behalf of, client; and Prevention Case Managers signature consisting of first initial, last name, and professional title.

(e) Acuity Level Reduction: To foster independence, the Prevention Case Manager shall reassess the acuity level of clients who are meeting their CCSP goals, and shall either reduce the acuity level or discharge the client from PCM services.

i) Acuity level reduction and discharge shall consist of the following required documentation: acuity level reduction and/or discharge summary.

(f) Discharge Plan: Contractor shall develop procedures to ensure that all clients are properly discharged from PCM services. Clients



shall be discharged based on one of the following criteria: completion of goals in CCSP; reduction of acuity level; or client non-participation in PCM services.

i) Discharge Plan shall consist of the following required documentation: date and time spent with or on behalf of client, outline of services, reason for case closure, referrals provided, contact attempts including written correspondence for clients who drop-out of Prevention Case Management services, and signed and dated by PCM provider and clinical supervisor.

(2) Prevention Case Manager Qualifications: At a minimum, each Prevention Case Manager shall possess a bachelor's degree or at least four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, or health education; skilled in case management and assessment techniques; skill in counseling; ability to develop and maintain written documentation; skill in crisis intervention; knowledgeable of HIV risk behaviors, human sexuality, substance use, STDs, the target population, and HIV

behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The Prevention Case Manager(s) providing services hereunder (including any or all staff with a PCM caseload) shall be supervised by a staff member or consultant with experience in providing PCM services and have the academic training/or experience to ensure the appropriateness and quality of PCM services. Such academic training includes: Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of Public Health (M.P.H.) or Ph.D., in a behavioral science field. PCM Supervisor(s) shall additionally possess the qualifications as stated in the Prevention Case Manager Qualifications Paragraph of this Agreement.

(3) Supervision: Contractor shall provide supervision for each Prevention Case Manager at a minimum of one (1) hour per week. Supervisorial activities shall include, but not be limited to:

(a) Case Conferences: Discussion of selected clients with supervisor and peers to assist in problem-solving related to clients and to ensure that professional guidance and high-quality PCM services are being provided. Each client shall be discussed at a minimum of once every six (6) months.

(b) Case conferences shall consist of the following required documentation: date of case conference; name of case conference participants; psychosocial issues and concerns identified; PCM follow-up plan; verification that clinical guidance has been implemented; and supervisors first initial, last name, and professional title.

(4) Client Record Review: Contractor shall provide client record reviews.

(a) Client Record Review: PCM staff shall review all active PCM client records annually. Case review shall consist of the following required documentation: signed and dated checklist of required PCM documentation within client records, and written documentation identifying steps to be taken for missing or

incomplete documentation required in accordance with this Attachment.

(5) Prevention Case Management Staff Training:

Contractor shall conduct ongoing appropriate staff training to assist staff with performing PCM services.

(a) Staff training shall include, but not be limited to: PCM policies and procedures; rapport building; case management and assessment techniques; crisis intervention; HIV risk behaviors; human sexuality; substance use; STDs; the target population; HIV behavior change principles and strategies; cultural and linguistic competence; and documentation.

(b) Contractor shall ensure that all PCM staff and supervisors attend OAPP's PCM training within three months of hire.

(c) Contractor shall maintain documentation of staff training for PCM services to include, but not be limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

(d) Contractor shall document training activities in monthly reports to OAPP. For the

purposes of this Agreement, training documentation shall include, but not be limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

D. Minimum PCM Indicators: Contractor shall be responsible for documenting minimum PCM indicators that include, but are not limited to: the proportion of persons that completed the intended number of PCM sessions, and the proportion of the intended number of the target population to be reached with PCM who were actually reached.

E. Mental Health Services: For the purposes of this Agreement, Mental Health Services shall be defined as short-term or sustained therapeutic interventions provided by mental health professionals for clients experiencing acute and/or on-going psychological distress. Mental health issues such as depression, low self esteem, anxiety, sexual abuse and post-traumatic stress disorder affect HIV risk reduction behaviors. In addition, many individuals suffering with mental illness may also turn to substance use as a coping strategy. Individual and/or group psychotherapy for these individuals can be offered only if paired with PCM services. These services are usually provided on a regularly scheduled basis with arrangements made for non-

scheduled visits during times of increased stress or crisis. Clients shall be considered active providing they receive these services at least once within each sixty (60) day period. Program shall refer clients, as needed, for psychiatric consultations, evaluations, prescription of psychotropic medications and follow-up.

(1) Services To Be Provided: Contractor shall provide HIV/AIDS mental health services to eligible clients in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, the Los Angeles County Mental Health Task Force Standards of Care, professional mental health standards, mental health practice guidelines for treatment of people living with HIV/AIDS, and the terms of this Agreement.

(2) Direct Services: Contractor shall conduct the following activities for each client receiving individual, couples, conjoint, family and/or group psychotherapy:

(a) Client Intake: Determines if a person is eligible to register as a mental health client. If the person is registered as a mental health client, staff will initiate a client file to

include demographic data, emergency contact information, next of kin, and eligibility documentation.

i) Client intake shall consist of the following required documentation: date of intake; client name, home address, mailing address, and telephone number; emergency contact name, home address, and telephone number; next of kin name, home address, and telephone number; proof of County of Los Angeles residency; a signed and dated Release of Information Form (RIF) updated annually (a new form must be initiated if there is a need for communication with an individual not listed in/on the current RIF); a signed and dated Limits of Confidentiality Form; a signed and dated Consent to receive mental health services; and a signed and dated Client Rights, Responsibilities, and Grievance Procedures Form. The Intake form must be signed and dated by staff member conducting the client intake.

(b) Psychosocial Assessment: a cooperative and interactive face-to-face interview process during which the client's biopsychosocial history and current presentation is evaluated to determine diagnosis and treatment needs. Re-assessments shall be conducted when there is a significant change in the client's status or the client has left and re-entered the mental health program.

i) Psychosocial assessments shall consist of the following required documentation:

a) progress note referencing the actual date the assessment was conducted, time spent, who was present, if the assessment was completed and plans to complete the assessment as necessary;

b) note actual date of assessment on Assessment Form;

c) statement of the client's presenting problem(s);

d) psychosocial history addressing the following: description of family



and relationships including family of origin and dynamics, current relationships with family and/or support system; dependent care issues; cultural factors; domestic violence, physical or sexual abuse history; and family history of mental illness and/or substance use; description of current living and support situation including type of living situation and problems if any, support from community, religious, and other resources; educational history (highest grade completed), literacy, general knowledge and skills; employment history and means of financial support including source of income, longest period of employment, employment history, and work related problems; legal history including number and type of arrests, convictions, parole and/or probation status, divorce, child custody;

e) general medical history including serious illnesses, head trauma, surgeries, or accidents, chronic medical conditions, and allergies;

f) current medications (medical and psychotropic) including medication name and dosage, benefits perceived by the client, and issues of adherence including history, barriers, side effects and coping skills;

g) mental status exam including appearance, motor activity, attitude, mood and affect, speech and language fluency, rate, and quality, thought content, process and perception (connectedness, predominant topic, delusions, preoccupations/ obsessions, hallucinations), orientation as to time, place, person, and purpose, memory (short-term and long-term), judgement and insight, suicidal and violent ideation and history (type and frequency of ideation, past attempts, plan);

h) complete 5 Axis *Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition* (DSM-IV) diagnosis including a description of symptoms and diagnostic criteria that justify the diagnosis. In all cases where the initial diagnosis on one (1) or more Axes is deferred, the mental health provider shall continue to assess the client concurrent with treatment and complete the diagnosis within sixty (60) days of Psychosocial Assessment. This or any other change in diagnosis should be clearly documented in a progress note or on a Change of Diagnosis Form.

i) assessment shall include the date and signature of the staff member conducting the assessment. If mental health provider is unlicensed (as described in the STAFFING REQUIREMENTS Paragraph) the assessment shall be co-signed by the licensed clinical supervisor.

(c) Individual Treatment Plan: determines the course of treatment in conjunction with the client including goals to be reached as a result of the therapeutic process. The treatment plan shall be updated on an ongoing basis but at a minimum of every six (6) months.

i) Individual treatment plan required documentation shall include the following: initial treatment plan concurrent with the assessment. The initial plan shall state:

a) what the problems are (i.e., specific problems, symptoms, or behaviors to be ameliorated by treatment);

b) objectives (i.e., the desired outcome) and goals (i.e., measurable change in symptoms or behavior);

c) specific types of interventions proposed;

d) what modality(ies) is/are appropriate to address the identified problem(s) (i.e., individual, family and/or group psychotherapy);

e) what frequency is appropriate (i.e., weekly, twice weekly, every-other week);

f) service referral types (i.e., psychiatric consult, alcohol rehabilitation);

g) the Individual Treatment Plan shall be signed and dated by the staff member developing the treatment plan. If mental health provider is unlicensed (as described in the STAFFING REQUIREMENTS Paragraph) the treatment plan shall be co-signed by the licensed clinical supervisor.

h) the Individual Treatment Plan shall be signed and dated by the client and a copy shall be provided to the client.

(d) Treatment Provision - ongoing contact with or on behalf of the client necessary to achieve the treatment plan goals. Contact on behalf of a client shall include, but not be limited to consultation with other service

providers, resource coordination, and follow-up. Ongoing contact includes evaluation of the client's status to determine whether change in the care and treatment the client is receiving is warranted. Treatment provision shall consist of the following required documentation:

i) Progress notes including the date and type of contact; the time spent with or on behalf of the client; interventions and referrals provided (i.e., psychiatric consultation, evaluation, prescription for psychotropic medication, and follow-up evaluation for medication monitoring, neuropsychological assessment and testing, case management, medical services and alternative treatments, and other relevant services to address identified needs); results of interventions and referrals; progress towards goals; the client's response to interventions, referrals and progress towards goals.

ii) Progress notes shall include the date and signature of the mental health

provider. If mental health provider is unlicensed (as described in the STAFFING REQUIREMENTS Paragraph), progress notes shall be co-signed by the licensed clinical supervisor.

iii) Contractor shall ensure that the mental health provider continue to address and document existing and newly identified goals.

(e) Case Closure: A systematic process for discharging clients from prevention case management mental health services. This process includes formal notification regarding pending case closure, and the completion of a case closure summary to be maintained in the client record. Case closure may occur for the following reasons: client relocation outside of Los Angeles County, mental health treatment goals are met, continued non-adherence to treatment plan, inability to contact client, client chooses to terminate services, unacceptable client behavior, or client death. Grievance procedures shall be made

available to clients. Case closure shall consist of the following required documentation;

i) Discharge summary shall include a course of treatment outline, discharge diagnosis, referrals, and reason for termination. If the client drops out of treatment without notice, the mental health provider shall document attempts to contact the client, including written correspondence and results of these attempts.

ii) Discharge summaries shall include the date and signature of the mental health provider. If mental health provider is unlicensed (as described in the STAFFING REQUIREMENTS Paragraph) discharge summaries shall be co-signed by the licensed clinical supervisor.

(f) Professional Crisis Intervention  
Counseling: Crisis intervention services are unplanned services provided to an individual, couple, or family experiencing a stressful event. Such services are provided in order to prevent deterioration of typical functioning or to assist



in the return to a typical level of functioning. Professional crisis intervention counseling shall consist of the following required documentation:

- i) progress notes including the date and time spent with or on behalf of the client;

- ii) summary of the crisis event;

- iii) interventions and referrals provided;

- iv) results of interventions and referrals; and

- v) follow-up plan.

(g) Drop-in psychoeducational groups typically allow participants to receive services even if they are not formally registered with an agency and do not require participants to make an ongoing commitment. Participants can attend whenever they feel the need to participate in the group. Drop-in groups are often a client's first contact with an agency and can often help the client feel more at ease and willing to access more intensive mental health or prevention

services. Drop-in psychoeducational groups shall consist of the following required documentation:

i) Drop-in psychoeducational group required documentation shall consist of the following: date, time, and length of group; record of attendance; issues discussed and interventions provided; and signature and title of professional conducting the group or co-signature as required.

(3) Additional Mental Health Service

Requirements:

(a) Contractor shall obtain written approval from OAPP's Director for all forms and procedures utilized in association with this Agreement prior to its implementation.

(b) Contractor shall submit for approval such forms and procedures to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, forms and procedures include, but are not limited to: intake, release of information, consent for mental health services, limits of

confidentiality, and client rights,  
responsibilities and grievance procedures.

(4) Clinical Supervision:

(a) Case Conferences: discussion of  
selected clients among providers, including, but  
not limited to one (1) mental health professional,  
to assist in problem-solving related to clients  
and to ensure that professional guidance and high-  
quality mental health and paraprofessional  
services are being provided. Contractor shall  
conduct case conferences that ensures active  
clients are discussed at a minimum of one (1) time  
per six (6) months.

i) Case conference shall consist of the  
following required documentation: date of  
case conference, name of case conference  
participants, name of client(s) discussed,  
issues and concerns identified, mental health  
follow-up plan, clinical guidance provided  
and verification that the guidance provided  
has been implemented. Documentation of case  
conferences shall be maintained within each  
client record or in a case conference log.

(b) Client Record Reviews: review of client records to assess that the required documentation is completed properly and on a timely basis. Case review shall consist of the following required documentation: signed and dated checklist of required documentation signed and dated by the individual conducting the review of mental health records, written documentation identifying steps to be taken for missing or incomplete documentation required in accordance with this Agreement.

(c) Providing clinical supervision for all unlicensed professional mental health counselors in accordance with the licensing board of their respective professions.

(d) Preparation and submission of reports in accordance with the REPORTS Paragraph of this Exhibit.

(5) Staff Development and Enhancement Activities: Contractor shall provide and/or allow access to ongoing staff training and development of mental health staff including, but not limited to, medical and mental health HIV-related issues. Staff development and

enhancement activities shall include, but not be limited to:

(a) Conferences, trainings, and/or inservices related to mental health issues.

(b) Active participation in the Los Angeles County HIV/AIDS Mental health Task Force (a minimum of fifty percent (50%) of scheduled meetings) in order to facilitate the County-wide coordination and standardization of mental health services.

(c) Staff development and enhancement shall consist of the following required documentation: date, time, and location of function, and function type; name of agency staff attending function; name of sponsor or provider of function; training outline; and meeting agenda and/or minutes.

(6) Mental Health Staffing Requirements:

Professional mental health providers shall be, at a minimum, a Master's level graduate student or doctoral candidate in social work, counseling, nursing with specialized mental health training, psychology, or psychiatry. Further, if such providers are unlicensed,

they shall be clinically supervised in accordance with the licensing board of their respective professions.

9. STAFFING REQUIREMENTS:

A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this Agreement, staff shall be defined as paid and volunteer individuals providing services as described in Exhibit D-1, Scope of Work, attached hereto and incorporated herein by reference.

B. Contractor shall maintain recruitment records, to include, but not limited to: 1) job description of all positions funded under this Agreement; 2) staff résumé(s); 3) appropriate degrees and licenses; and 4) biographical sketch(es) as appropriate.

C. Contractor shall submit all job descriptions and resumes to OAPP for all staff conducting services under this Agreement.

In accordance with the ADDITIONAL PROVISION attached hereto and incorporated herein by reference, if during the term of this Agreement an executive director, program director, or a supervisory position becomes vacant, Contractor shall notify the OAPP Director in writing prior to filling said vacancy.

10. STAFF DEVELOPMENT AND TRAINING: Contractor shall conduct ongoing and appropriate staff development and training as described in Exhibits D-4, D-5, and D-6, Scopes of Work, attached hereto and incorporated herein by reference.

A. Contractor shall provide and/or allow access to ongoing staff development and training of HIV/AIDS prevention case management staff. Staff Development and training shall include, but not be limited to:

(1) HIV/AIDS - training shall include at a minimum: how the immune system fights diseases, routes of transmission, transmission myths, HIV's effect on the immune system and opportunistic infections, HIV treatment strategies, HIV antibody testing and test site information, levels of risky behavior, primary and secondary prevention methods, psychosocial and cultural aspect of HIV infection, and legal and ethical issues.

(2) Sexually Transmitted Diseases (STD) - training shall include at a minimum: routes of transmission, signs and symptoms, treatment and prevention, complications, and links between HIV for chlamydia, gonorrhea, syphilis, trichomoniasis, genital herpes, genital warts and hepatitis.

(3) Tuberculosis (TB) - training shall include at a minimum: definition of TB exposure and disease, routes of transmission, signs and symptoms, TB tests, treatment and prevention, drug resistant TB, and links between TB and HIV.

(4) Curriculum Development - contractor shall ensure that at least one staff who is responsible for the development of curricula attend OAPP's "Making the Connection: Developing a Comprehensive Curriculum" training.

B. Contractor shall maintain documentation of staff training in each employee file to include, but, not limited to: 1) date, time, and location of staff training; 2) name of trainer and title, training topic(s); 3) and name of attendees and title.

C. Contractor shall document training activities in the monthly report to OAPP. For the purposes of this Agreement, training documentation shall include, but not be limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees and title.

11. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):



A. Monthly Reports: Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for PCM services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California 90005, Attention: Financial Services Division Director.

B. Semi-Annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format.

C. Annual Reports: Contractor shall submit a summary of data in hard copy, electronic, and/or online format a year due by thirty (30) days after the last day of the contract term.

D. Other Reports: As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

12. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

13. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

A. Identify leadership and accountability of the medical director or executive director.

B. Use measurable outcomes and data collected to determine progress toward established benchmarks.

C. Focus on linkages to care and support services and client perception pertaining to their health and the effectiveness of the service received.

D. Be a continuous quality improvement (CQI) process reported to senior leadership annually.

14. QUALITY MANAGEMENT PLAN: Contractor shall base its program on a written QM plan. Contractor shall develop **one** agency-wide QM plan that encompasses all HIV/AIDS care and prevention services if possible. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the designated medical director or executive director. The QM plan and program will be reviewed by OAPP staff during the QM program review. The written QM plan shall at a minimum include the following components:

A. Objectives: QM plan should delineate specific goals and objectives that are in line with the program's mission, vision and values.

B. QM Committee: Describes the purpose of the committee, composition, meeting frequency, at a minimum quarterly, and required documentation (e.g., minutes, agenda, sign-in sheet, etc). A separate Committee need not

be created if the contracted program has established an advisory committee or the like, so long as its composition and activities follow the QM program objectives.

C. Selection of QM Approach: Describes the QM approach, such as Plan-Do-Study-Act (PDSA), Chronic Care Model or Joint Commission on Accreditation of Healthcare Organization (JCAHO) 10-Step model.

D. QM Program Content:

(1) Measurement of Outcome Indicators - at a minimum, collection and analysis of data measured from the specific OAPP selected indicators. In addition, contractor can measure other aspects of care and services as needed.

(2) Development of Data Collection Method - to include sampling strategy (e.g., frequency, percentage of sample size), collection method (e.g., chart abstraction, interviews, surveys, etc.), and creation of a data collection tool.

(3) Collection and Analysis of Data - results to be reviewed and discussed by the QM committee. The findings of the data analysis are to be communicated with all program staff involved.

(4) Identify and Sustainment Improvement - QM committee shall be responsible for identifying improvement strategies, tracking progress, and sustaining the improvement achieved.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback regarding the accessibility, the appropriateness of service and care. The feedback also include the degree to which the service provided meets client's need and satisfaction. Client input obtained shall be discussed at the agency's QM Committee on a regular basis for the enhancement of the service delivery. Aggregated data is to be reported to the QM committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish a policy and procedure for addressing and resolving client's grievances at the level closest to the source within agency. The grievance data is to be tracked, trended, and reported to the agency's QM committee for improvements of care and services. The information is to be made available to OAPP's staff during program reviews.

G. Random Chart Audits (Prevention Services): Sampling criteria shall be based on important aspects of prevention and care and shall be, at a minimum, 10% or 30

charts, whichever is less. Results of sampling to be reported and discussed in the QM committee quarterly.

15. QUALITY MANAGEMENT PROGRAM MONITORING: To determine the compliant level, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on 100% as the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

- A. QM Program Content
- B. Client Feedback Process
- C. Client Grievance Process
- D. Random Chart Audit (if applicable).

16. EVALUATION:

A. Contractor shall submit an evaluation plan for contracted services within sixty (60) days of the receipt of the fully executed Agreement. The evaluation plan shall be consistent with the Centers for Disease Control and Prevention (CDC) Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) as it currently exist or as it is modified in the future. The Guidance is also available in the internet at [www.cdc.gov/hiv/eval.htm](http://www.cdc.gov/hiv/eval.htm)

B. Contractor shall submit process data consistent with the types of data required by the CDC (Example forms to summarize process data located in Volume 2, Chapter 4 of Evaluating CDC-funded Health Department HIV Prevention Programs), as directed by OAPP.

C. OAPP shall provide Contractor with CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) and forms.

D. Contractor shall submit to OAPP the Mid-Year and Annual Evaluation Progress Report no later than 30 days after each six month period. The required data and information shall be submitted in accordance with the CDC Evaluation Guidance and forms, as provided by OAPP.

E. OAPP shall provide written notification to Contractor of any revisions or modifications to CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) and forms within ten (10) working days of OAPP's receipt of such revisions or modifications.

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11/10/04

## SERVICE DELIVERY SPECIFICATIONS

## AIDS SERVICE CENTER

## PREVENTION CASE MANAGEMENT SERVICES

BEHAVIORAL RISK GROUPS:  
MEN WHO HAVE SEX WITH MEN

SERVICE DELIVERY SPECIFICATION BY SERVICE PLANNING AREA (SPA)								
SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8	TOTAL
21%	29%	43%	0%	0%	0%	7%	0%	100%

Service delivery specifications by SPA were determined by the agency proposal and fair share allocation. Specifications shall be adhered to as a means to meet the HIV Prevention Plan 2005-2008 goals.

SERVICE DELIVERY SPECIFICATION BY ETHNICITY					
African-American	Asian and Pacific Islander	Latino	White	American Indian	TOTAL
28%	3%	36%	33%	0%	100%

Specifications shall be utilized as a guide to target clients as a means to meet the HIV Prevention Plan goals.



SCHEDULE 4

CITY OF PASADENA

HIV/AIDS PREVENTION CASE MANAGEMENT SERVICES

BEHAVIORAL RISK GROUPS: MSM

SERVICE PLANNING AREAS: 1, 2, 3, AND 7

	<u>Budget Period</u> Date of Board Approval through <u>December 31, 2006</u>
Salaries	\$ 14,437
Employee Benefits	<u>\$ 2,820</u>
Total Salaries and Employee Benefits	\$ 17,257
Operating Expenses	\$ 6,077
Capital Expenditures	\$ -0-
Other Costs	\$ -0-
Indirect Costs	<u>\$ -0-</u>
TOTAL PROGRAM BUDGET	\$ 23,334

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

**EXHIBIT A-1**  
**SCOPE OF WORK**  
Date of Board Approval (DOBA) - 12/31/2006

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1.0 By 12/31/06, a minimum of 100 MSM and WSR will participate in an outreach encounter and complete a brief HIV risk assessment.</p> <ul style="list-style-type: none"> <li>• 81 MSM (81%) (20% HIV positive)</li> <li>• 19 WSR (19%)</li> </ul> <p>Outreach encounter sessions are between 5-10 minutes in length and should include a brief risk assessment that will assist the staff to provide client-centered linked referrals to appropriate services.</p>	<p>1.1 Review and revise outreach protocol, referral and linked referral protocol, and HIV risk assessment forms, and educational pamphlets. Protocol to include but not be limited to: understanding outreach and outreach in a scientific context, engagement strategies, cultural sensitivity, safety and awareness of environment, effective communication skills, health information and demonstration strategies, confidentiality and ethics, laws and regulations, burn out prevention and the Do's and Don'ts of outreach. Submit to Office of AIDS Programs and Policy (OAPP) for approval.</p> <p>1.2 Schedule outreach sessions and maintain a calendar with sites, dates, and times.</p> <p>1.3 Conduct outreach and maintain encounter logs including but not limited to: client identification information, sites, dates, demographic information, and materials presented.</p> <p>1A.1 Conduct outreach and maintain documentation of linked referrals provided. Documentation shall include, but not be limited to: client identification information, site, date, referral site, and verification of completed referral.</p>	<p>By DOBA</p> <p>DOBA and ongoing</p> <p>DOBA and ongoing</p> <p>DOBA and ongoing</p>	<p>1.1 Letter(s) of OAPP approval and materials will be kept on file.</p> <p>1.2 Documents will be kept on file and submitted with monthly reports to OAPP.</p> <p>1.3 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p> <p>1A.1 Completed materials will be kept on file and number of participants documented in monthly report to OAPP.</p>
<p>1A.0 By 12/31/06, a minimum of 34 MSM and WSR will be linked into at least one of the following services: HIV Counseling and Testing (HCT), Sexually Transmitted Disease (STD) screening or testing services, and Individual (ILI), Group (GLI) or Prevention Case Managements (PCM) services.</p> <ul style="list-style-type: none"> <li>• 28 MSM (81%) (20% HIV positive)</li> <li>• 6 WSR (19%)</li> </ul> <p>1B.0 By 12/31/06, agency will determine the number of mean outreach encounters required to get one person into HCT services, STD testing, ILI, GLI and PCM services.</p>	<p>1B.1 Administer intervention, analyze results, and submit finding to OAPP.</p>	<p>DOBA and ongoing</p>	<p>1B.1 Documents will be kept on file and submitted with monthly reports to OAPP.</p>

**EXHIBIT A-1  
SCOPE OF WORK  
DOBA - 12/31/2006**

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to stated time lines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among high and moderate risk men who have sex with men (MSM) and women at sexual risk (WSR) in Service Planning Areas (SPAs) 1, 2, and 3 of Los Angeles County

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2.0 By 12/31/06, a minimum of 40 MSM and WSR will complete at least five (5) sessions of a six (6)-session Group Risk Reduction Counseling (DISCOVER). Each session will last approximately two (2) hours.</p> <ul style="list-style-type: none"> <li>32 MSM (81%) (20% HIV positive)</li> <li>8 WSR (19%)</li> </ul> <p>*75% of women at sexual risk will be at high or moderate risk.</p>	<p>2.1 Review and revise workshop curriculum, risk assessment, pre/post tests, educational pamphlets and referral form. Workshop curriculum to include but not be limited to: decision making issues, skills building, HIV/AIDS and STD information, and risk-reduction information. Submit to OAPP for approval.</p> <p>2.2 Schedule workshops and maintain a calendar of sites, dates, and times.</p> <p>2.3 Conduct workshops and obtain sign-in sheets.</p>	<p>By DOBA and ongoing</p> <p>DOBA and ongoing</p> <p>DOBA and ongoing</p>	<p>2.1 Letter(s) of OAPP approval and materials will be kept on file.</p> <p>2.2 Documents will be kept on file and submitted with monthly reports to OAPP.</p> <p>2.3 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>2A.0 By 12/31/06 a minimum of 40 MSM and WSR will complete a risk assessment.</p> <ul style="list-style-type: none"> <li>32 MSM (81%) (20% HIV positive)</li> <li>8 WSR (19%)</li> </ul>	<p>2A.1 Administer risk assessment form, analyze results, and submit data to OAPP.</p>	<p>DOBA and ongoing</p>	<p>2A.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>2B.0 By 12/31/06, all participants with an unknown HIV status will be linked into HIV Counseling and Testing Services.</p>	<p>2B.1 Review risk assessment for HIV status information. Refer to HCT services if status is unknown. Document referral agency name, contact person and phone number and obtain updated HIV status information in client file. Submit data to OAPP.</p>	<p>DOBA and ongoing</p>	<p>2B.1 Completed materials will be kept on file and results submitted to OAPP.</p>
<p>2C.0 By 12/31/06, a minimum of 34 MSM and WSR will show a 15% increase in score from a pre-test completed during the first session of the workshop to the completion of a post-test during the last session.</p> <ul style="list-style-type: none"> <li>28 MSM (81%) (20% HIV positive)</li> <li>6 WSR (19%)</li> </ul>	<p>2C.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>	<p>DOBA and ongoing</p>	<p>2C.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>2D.0 By 12/31/06 a minimum of 30 MSM and WSR will identify a risk behavior.</p> <ul style="list-style-type: none"> <li>24 MSM (81%) (20% HIV positive)</li> <li>6 WSR (19%)</li> </ul>	<p>2D.1 Administer risk behavior identification form, analyze results, and submit data to OAPP.</p>	<p>DOBA and ongoing</p>	<p>2D.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>

EXHIBIT A-1  
SCOPE OF WORK  
City of Pasadena - 12/31/2006

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among high and moderate risk men who have sex with men (MSM) and women at sexual risk (WSR) in Service Planning Areas (SPAs) 1, 2, and 3 of Los Angeles County.			
MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2E.0 By 12/31/06, a minimum of 29 MSM and WSR will commit to at least one risk reduction behavior.	2E.1 Administer behavioral commitment form, analyze results, and submit data to OAPP.	DOBA and ongoing	2E.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.
<ul style="list-style-type: none"> <li>• 23 MSM (81%) (20% HIV positive)</li> <li>• 6 WSR (19%)</li> </ul>			
2F.0 By 12/31/06, a minimum of 25 MSM and WSR will have maintained at least one risk reduction behavior at a one-month follow-up session.	2F.1 Administer behavioral commitment form, analyze results, and submit data to OAPP.	DOBA and ongoing	2F.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.
<ul style="list-style-type: none"> <li>• 20 MSM (81%) (20% HIV positive)</li> <li>• 5 WSR (19%)</li> </ul>			
2G.0 By 12/31/06, agency will determine the proportion of persons that completed the intended number of GLI sessions.	2G.1 Collect data forms, analyze results, and submit data to OAPP.	DOBA and ongoing	2G.1 Completed materials will be kept on file and data documented in monthly reports to OAPP.
2H.0 By 12/31/06, agency will determine the proportion of the intended number of GLI who were actually reached.	2H.1 Collect data forms, analyze results, and submit data to OAPP.	DOBA and ongoing	2H.1 Completed materials will be kept on file and data documented in monthly reports to OAPP.

EXHIBIT A-1  
SCOPE OF WORK  
DOBA - 12/31/2006

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to stated time lines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among high and moderate risk men who have sex with men (MSM) and women at sexual risk (WSR) in Service Planning Areas (SPAs) 1, 2, and 3 of Los Angeles Coun

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>3.0 By 12/31/06, a minimum of 43 MSM, WSR and partners will complete at least three (3) sessions of Risk Reduction Support Group Counseling. Each session will last approximately two (2) hours.</p> <ul style="list-style-type: none"> <li>• 32 MSM (81%) (20% HIV positive)</li> <li>• 8 WSR (19%)</li> </ul> <p>*75% of women at sexual risk will be at high or moderate risk.</p>	<p>3.1 Review and revise support group outline plan, risk assessment, educational pamphlets and referral form. Plan to include but not be limited to: topics to be discussed and referrals for mental health services. Submit to OAPP for approval.</p> <p>3.2 Schedule support groups and maintain a calendar of sites, dates, and times.</p> <p>3.3 Conduct support groups and obtain sign-in sheets.</p>	<p>By DOBA</p> <p>DOBA and ongoing</p> <p>DOBA and ongoing</p>	<p>3.1 Letter(s) of OAPP approval and materials will kept on file.</p> <p>3.2 Documents will be kept on file and submitted with monthly reports to OAPP.</p> <p>3.3 Documents will be kept on file and number of participants reported in monthly reports to OAPP.</p>
<p>3A.0 By 12/31/06 a minimum of 43 MSM, WSR and partners will complete a risk assessment.</p> <ul style="list-style-type: none"> <li>• 32 MSM (81%) (20% HIV positive)</li> <li>• 8 WSR (19%)</li> <li>• 3 Partners of WSR</li> </ul>	<p>3A.1 Administer risk assessment form, analyze results, and submit data to OAPP.</p>	<p>DOBA and ongoing</p>	<p>3A.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>3B.0 By 12/31/06, all participants with an unknown HIV status will be linked into HIV Counseling and Testing Services.</p>	<p>3B.1 Review risk assessment for HIV status information. Refer to HCT services if status is unknown. Document referral agency name, contact person and phone number and obtain updated HIV status information in client file. Submit data to OAPP.</p>	<p>DOBA and ongoing</p>	<p>3B.1 Completed materials will be kept on file and results submitted to OAPP.</p>

EXHIBIT A-1  
SCOPE OF WORK  
DOBA - 12/31/2006

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among high and moderate risk men who have sex with men (MSM) and women at sexual risk (WSR) in Service Planning Areas (SPAs) 1, 2, and 3 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>3C.0 By 12/31/06 a minimum of 36 MSM, WSR and partners will identify a risk behavior.</p> <ul style="list-style-type: none"> <li>• 28 MSM (81%) (20% HIV positive)</li> <li>• 6 WSR (19%)</li> <li>• 2 Partners of WSR</li> </ul>	<p>3C.1 Administer risk behavior identification form, analyze results, and submit data to OAPP.</p>	DOBA and ongoing	<p>3C.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>3D.0 By 12/31/06, a minimum of 32 MSM, WSR and partners will commit to at least one risk reduction behavior.</p> <ul style="list-style-type: none"> <li>• 24 MSM (81%) (20% HIV positive)</li> <li>• 6 WSR (19%)</li> <li>• 2 Partners of WSR</li> </ul>	<p>3D.1 Administer behavioral commitment form, analyze results, and submit data to OAPP.</p>	DOBA and ongoing	<p>3D.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>3E.0 By 12/31/06, agency will determine the proportion of persons that completed the intended number of GLI sessions.</p>	<p>3E.1 Collect data forms, analyze results, and submit data to OAPP.</p>	DOBA and ongoing	<p>3E.1 Completed materials will be kept on file and data documented in monthly reports to OAPP.</p>
<p>3F.0 By 12/31/06, agency will determine the proportion of the intended number of GLI who were actually reached.</p>	<p>3F.1 Collect data forms, analyze results, and submit data to OAPP.</p>	DOBA and ongoing	<p>3F.1 Completed materials will be kept on file and data documented in monthly reports to OAPP.</p>

EXHIBIT A-1  
SCOPE OF WORK  
DOBA - 12/31/2006

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according stated time lines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among high and moderate risk men who have sex with men (MSM) and women at sexual risk (WSR) in Service Planning Areas (SPAs) 1, 2, and 3 of Los Angeles Coun

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>4.0 By 12/31/06, a minimum of 20 MSM and WSR will participate in at least three (3) individual risk reduction counseling sessions.</p> <p>Individual risk reduction counseling sessions must be face-to-face and at least 20 minutes in length. Follow-up sessions shall be conducted after the last ILI session. Follow-up sessions can be conducted face-to-face, by phone, and/or email.</p> <ul style="list-style-type: none"> <li>16 MSM (81%) (20% HIV Positive)</li> <li>4 WSR (19%)</li> </ul>	<p>4.1 Review and revise individual counseling protocol and forms to include, but not limited to client intake form (name or unique identifier, demographics, etc.) . HIV risk assessment form, client centered service plan form, progress notes forms, case closure summary form; ILI protocol must follow standards and guidelines as indicated in Exhibit.</p> <p>4.2 Schedule individual risk reduction sessions and maintain a a calendar of sites, dates, and times.</p> <p>4.3 Conduct individualized risk reduction counseling activities and obtain sign-in sheets.</p>	<p>By DOBA</p> <p>DOBA and ongoing</p> <p>DOBA and ongoing</p>	<p>4.1 Letter(s) of OAPP approval and materials will kept on file.</p> <p>4.2 Documents will be kept on file and submitted with monthly reports to OAPP.</p> <p>4.3 Documents will be kept on file and number of participants reported in monthly reports to OAPP.</p>
<p>4A.0 By 12/31/06 a minimum of 20 MSM and WSR will complete a risk assessment and ILI documentation.</p> <ul style="list-style-type: none"> <li>16 MSM (81%) (20% HIV positive)</li> <li>4 WSR (19%)</li> </ul>	<p>4A.1 Administer risk assessment form, ILI documents, analyze results, and submit data to OAPP.</p>	<p>DOBA and ongoing</p>	<p>4A.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>4B.0 By 12/31/06, all participants with an unknown HIV status will be linked into HIV Counseling and Testing Services.</p>	<p>4B.1 Review risk assessment for HIV status information. Refer to HCT services if status is unknown. Document referral agency name, contact person and phone number and obtain updated HIV status information in client file. Submit data to OAPP.</p>	<p>OBA and ongoing</p>	<p>4B.1 Completed materials will be kept on file and results submitted to OAPP.</p>
<p>4C.0 By 12/31/06 a minimum of 17 MSM and WSR will commit to at least one risk reduction behavior.</p> <ul style="list-style-type: none"> <li>14 MSM (81%) (20% HIV Positive)</li> <li>3 WSR (19%)</li> </ul>	<p>4C.1 Administer risk behavior identification form, analyze results, and submit data to OAPP.</p>	<p>DOBA and ongoing</p>	<p>4C.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>
<p>4D.0 By 12/31/06, a minimum of 14 MSM and WSR will have maintained at least one risk reduction behavior at a 30-day follow-up session.</p> <ul style="list-style-type: none"> <li>11 MSM (81%) (20% HIV Positive)</li> <li>3 WSR</li> </ul>	<p>4D.1 Administer behavioral commitment form, analyze results, and submit data to OAPP.</p>	<p>DOBA and ongoing</p>	<p>4D.1 Completed materials will be kept on file and number of participants documented in monthly reports to OAPP.</p>

EXHIBIT A-1  
SCOPE OF WORK

DBA - 12/31/2006

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among high and moderate risk men who have sex with men (MSM) and women at sexual risk (WSR) in Service Planning Areas (SPAs) 1, 2, and 3 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
4E.0 By 12/31/06, a minimum of 12 MSM and WSR will have maintained at least one risk reduction behavior at a 60-day follow-up session. • 10 MSM • 2 WSR	4E.1 Administer behavioral commitment form, analyze results, and submit data to OAPP.	DOBA and ongoing	4E.1 Completed materials will be kept on file and data documented in monthly reports to OAPP.
4F.0 By 12/31/06, a minimum of 10 MSM and WSR will have maintained at least one risk reduction behavior at a 90-day follow-up. • 8 MSM • 2 WSR	4F.1 Administer behavioral commitment form, analyze results, and submit data to OAPP.	DOBA and ongoing	4F.1 Completed materials will be kept on file and data documented in monthly reports to OAPP.
4G.0 By 12/31/06, agency will determine the proportion of the intended number of the target population to be reached with the ILI sessions.	4G.1 Collect data forms, analyze results, and submit data to OAPP.	DOBA and ongoing	4G.1 Completed materials will be kept on file and data documented in monthly reports to OAPP.
4H.0 By 12/31/06, agency will determine the proportion of the intended number of the target population to be reached with the ILI intervention who were actually reached	4H.1 Collect data forms, analyze results, and submit data to OAPP.	DOBA and ongoing	4H.1 Completed materials will be kept on file and data documented in monthly reports to OAPP.



**EXHIBIT D-1**  
**SCOPE OF WORK**  
Date of Board Approval (DOBA) - 12/31/2006

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among high or moderate HIV positive men who have sex with men (MSM) in Service Planning Areas 1, 2, 3 and 7 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By 12/31/06, a minimum of 20 HIV positive MSM will be outreached/recruited to participate in Prevention Case Management (PCM) services.	1.1 Review and revise/Develop PCM outreach/recruitment plan, PCM screen and assessment plan, PCM protocol and PCM forms to include, but not be limited to: client screen and intake form, comprehensive assessment form, client centered service plan form, progress notes forms, case closure summary form, acuity assessment tool: PCM protocol must follow PCM standards and guidelines as indicated in Exhibit. Submit to OAPP for approval.  1.2 Schedule clients for PCM services and maintain a log of sites, dates, and times.	By DOBA	1.1 Letter(s) of OAPP approval and materials will be kept on file.
1A.0 By 12/31/06, a minimum of 18 HIV positive MSM will be screened for appropriateness to be enrolled into PCM services.	1A.1 Conduct screening and assessment and maintain proper documentation.	DOBA and ongoing	1.2 Documents will be kept on file and submitted with monthly reports to OAPP.
1B.0 By 12/31/06, a minimum of 15 HIV positive MSM will complete an intake and comprehensive assessment.	1B.1 Conduct intake and assessment, analyze results, and submit findings to OAPP.	DOBA and ongoing	1A.1 Documents will be kept on file and number of participants reported in monthly reports.
1C.0 By 12/31/06, all participants with an unknown HIV status will be referred for HIV Counseling and Testing Services.	1C.1 Review risk assessment for HIV status information. Refer to HCT services if status is unknown. Document referral agency name, contact person and phone number and obtain updated HIV status information in client file. Submit data to OAPP.	DOBA and ongoing	1B.1 Completed materials will be kept on file and number of participants documented in monthly report to OAPP.
1D.0 By 12/31/06, a minimum of 14 HIV positive MSM will successfully be enrolled in PCM services. *1 Full-Time Equivalent Prevention Case Manager should carry a maximum caseload of 20 clients.	1D.1 Conduct PCM services and maintain proper PCM documentation.	DOBA and ongoing	1C.1 Completed materials will be kept on file and results submitted to OAPP.
1E.0 By 12/31/06, a minimum of 14 HIV positive MSM will complete a client-centered service plan.	1E.1 Administer client-centered service plan, analyze results, and submit findings to OAPP.	DOBA and ongoing	1D.1 Completed materials will be kept on file and number of participants documented in monthly report to OAPP.
1F.0 By 12/31/06, a minimum of 12 HIV positive MSM will implement at least one goal from the client-centered service plan.	1F.1 Administer client-centered service plans, analyze results, and submit findings to OAPP.	DOBA and ongoing	1E.1 Completed materials will be kept on file and results submitted to OAPP.  1F.1 Completed materials will be kept on file and results submitted to OAPP.

EXHIBIT D-1  
SCOPE OF WORK  
DOBA - 12/31/2006

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among high or moderate HIV positive men who have sex with men (MSM) in Service Planning Areas 1, 2, 3 and 7 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1G.0 By 12/31/06, a minimum of 12 HIV positive MSM will be followed-up based on acuity level.</p> <p>*High acuity clients should be followed-up once a month.</p> <p>Medium acuity clients should be followed-up once per quarter (three-month period).</p>	<p>1G.1 Conduct follow-up session based on acuity level guidelines, analyze results, and submit findings to OAPP.</p>	DOBA and ongoing	<p>1G.1 Completed materials will be kept on file and results submitted to OAPP.</p>
<p>1H.0 By 12/31/06, agency will determine the proportion of persons that completed the intended number of PCM sessions (a minimum of 4 sessions).</p>	<p>1H.1 Collect data forms, analyze results, and submit data to OAPP.</p>	DOBA and ongoing	<p>1H.1 Completed materials will be kept on file and data documented in monthly reports to OAPP.</p>
<p>1I.0 By 12/31/06, agency will determine the proportion of the intended number of the target population (BRG) to be reached with PCM who were actually reached.</p>	<p>1I.1 Collect data forms, analyze results, and submit data to OAPP.</p>	DOBA and ongoing	<p>1I.1 Completed materials will be kept on file and data documented in monthly reports to OAPP.</p>
<p>2.0 By 12/31/06, each PCM staff will meet with Clinical Supervisor at least once per week.</p>	<p>2.1 Review and revise clinical supervision protocol. Protocol shall include but not be limited to: documentation of guidance, chart review, crisis intervention procedures, and discharge plans. Submit to OAPP for approval.</p>	By DOBA	<p>2.1 Letter(s) of OAPP approval and materials will be kept on file.</p>
	<p>2.2 Schedule clinic supervision and maintain calendar.</p>	DOBA and ongoing	<p>2.2 Documents will be kept on file and submitted with monthly reports to OAPP.</p>
	<p>2.3 Conduct clinic supervision, maintain sign-in sheet, client log, progress note.</p>	DOBA and ongoing	<p>2.3 Documents will be kept on file and submitted with monthly reports to OAPP.</p>
<p>3.0 By 12/31/06, agency will attend 2 PCM meetings to be held quarterly at OAPP.</p> <p>Meetings will discuss successes, challenges, innovative approaches, and other issues related to PCM services.</p>	<p>3.1 Participate in PCM quarterly meetings. Provide input and maintain documentation of information discussed. Maintain calendar of schedule, dates, and times and sign-in sheets.</p>	DOBA and ongoing	<p>3.1 Completed materials will be kept on file and number of meetings documented in monthly report to OAPP.</p>

ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

OFFICE OF AIDS PROGRAMS AND POLICY SERVICES AGREEMENT

AddProv. w/FedDebar  
Revised 12/04

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ADDITIONAL PROVISIONS  
DEPARTMENT OF HEALTH SERVICES  
OFFICE OF AIDS PROGRAMS AND POLICY SERVICES AGREEMENT  
COST REIMBURSEMENT

1. ADMINISTRATION: County's Director of Health Services or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit, to Office of AIDS Programs and Policy ("OAPP"), Contracts and Grants Section, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) The form of Contractor's business organization, i.e., sole-proprietorship, partnership, or corporation.

(2) Articles of Incorporation and by-laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

(4) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(5) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to OAPP, within ten (10) calendar days following execution of this Agreement a statement, executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.



(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify OAPP in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any

service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Office of AIDS Programs and Policy's Director (hereafter collectively "OAPP Director"), for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by

Contractor of these procedures. A copy of such nondiscrimination in services policy and procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay

or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or

mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required

by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

8. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor

shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") or General Relief Opportunity for Work ("GROW") Programs who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

9. CLIENT/PATIENT ELIGIBILITY: If clients/patients are treated hereunder, client/patient eligibility for County's OAPP services shall be documented by Contractor. Contractor shall also document that all potential sources of payments to cover the costs of services hereunder have been identified and that Contractor or client/patient has attempted to obtain such payments. Contractor shall retain such documentation and allow County access to same in accordance with the RECORDS AND AUDITS Paragraph of this Agreement.

10. CLIENT/PATIENT FEES: Clients/patients treated hereunder shall be charged a fee by Contractor. In charging fees, Contractor shall take into consideration the client's/patient's ability to pay for services received. Contractor shall not withhold services because of the client's/patient's inability to pay for such services. In establishing fees, Contractor shall implement a client/patient fee determination system which has been reviewed and approved by the Director. Contractor shall



exercise diligence in the billing and collection of client/patient fees.

11. RECORDS AND AUDITS:

A. Client/Patient Records: If clients/patients are treated hereunder, Contractor shall maintain adequate treatment records in accordance with all applicable federal and State laws as they are now enacted or may hereafter be amended on each client/patient which shall include, but shall not be limited to, diagnostic studies, a record of client/patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client/patient records shall be retained for a minimum of seven (7) years following the expiration or earlier termination of this Agreement, except that the records of unemancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years and in any case not less than seven (7) years, or until federal, State, and/or County audit findings applicable to such services are resolved, whichever is later. Client/patient records shall be retained by Contractor at a location in Southern California and shall be made available at reasonable times to authorized representatives of federal, State, and/or County governments during the term of this

Agreement and during the period of record retention for the purpose of program review, financial evaluation, and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the exhibits(s) attached hereto.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs

incurred for a common or joint objective which cannot be identified specifically with a particular project or program

(4) If clients/patients are treated hereunder, financial folders clearly documenting:

(a) Contractor's determination of clients'/patients' eligibility for Medi-Cal, medical insurance, and other coverage.

(b) Reasonable efforts to collect charges from the client/patient, his/her family, his/her insurance company, and responsible persons.

(5) If clients/patients are treated hereunder, individual client/patient account receivable ledgers indicating the type and amount of charges incurred and payments by source and service type shall be maintained.

(6) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total worktime on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such

executive director provides services claimed under this Agreement.

(7) Personnel records which account for the total worktime of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to

authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the County's Department of Health Services ("DHS") - OAPP, Contracts and Grants Section, and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DHS - OAPP no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's workpapers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit workpapers shall be made available for review by federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate

with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

H. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.



12. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the federal or State government, a copy of the federal and State quarterly income tax withholding return, Federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis.

Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has

provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

13. ANNUAL COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's DHS - OAPP one (1) original and one (1) copy of an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by County.

B. If this Agreement is terminated prior to the close of the contract period, the annual cost report shall be for that Agreement period which ends on the termination date. One (1) original and one (1) copy of such report shall be submitted within thirty (30) calendar days after such termination date to County's DHS - OAPP.

C. The primary objective of the annual cost report shall be to provide County with actual revenue and expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from Contractor.

D. If the Annual Cost Report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or may make a final determination of amounts due to/from Contractor on the basis of the last monthly billing received.

14. PUBLIC ANNOUNCEMENTS, LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the OAPP Director or his/her designee prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Health Services, Office of AIDS Programs and Policy and other applicable funding sources.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated

therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records,

in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

16. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles

County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

17. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

18. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this

Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegate or assignee on any claim under this Agreement, absent such County's consent, shall not be paid by County. Any payments by County to any delegate or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction of claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent.

Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability and financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

19. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by County's OAPP Director or his/her authorized designee(s). Contractor's request to OAPP Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which



must be approved in writing by OAPP Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the exhibits(s) and schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to OAPP Director, a copy of the proposed subcontract instrument. With the OAPP Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

20. BOARD OF DIRECTORS: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described in its by-laws; meet not less than required by the by-laws; and record statements of proceedings which shall include listings of

attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

21. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and

local law which are applicable to their performance hereunder. . . Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's DHS - OAPP at any time during the term of this Agreement

22. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, ordinances, regulations, rules, or directives.

23. KNOX-KEENE HEALTH CARE SERVICES REQUIREMENTS:

Contractor shall maintain all applicable books and records regarding services rendered to members of the County of Los Angeles Community Health Plan ("CHP") for a period of five (5) years from the expiration or earlier termination of this Agreement.

During such period, as well as during the term of this Agreement, Director or the State of California Commissioner of Corporations, or both, reserve the right to inspect at reasonable

times upon demand, Contractor's books and records relating to:  
(1) the provision of health care services to CHP members; (2) the costs thereof; (3) co-payments received by Contractor from CHP members, if any; and (4) the financial condition of Contractor.

Contractor shall maintain such books and records and provide such information to the Director and to the State of California Commissioner of Corporations as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code Sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

Upon expiration or earlier termination of this Agreement, County shall be liable for payment of covered services rendered by Contractor to a CHP member, who retains eligibility either under the applicable CHP agreement or by operation of law, and who remains under the care of Contractor at the time of such expiration or earlier termination until the services being rendered to the CHP member by Contractor are completed or County makes reasonable and medically appropriate provisions for the assumption of such services.

24. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any

capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

25. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest

possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports:

Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact OAPP, Contracts and Grants Section, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may

request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

26. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.



27. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

28. STAFFING: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the exhibit(s) attached hereto.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify County's OAPP Director. Contractor shall provide the above set forth required information to County's OAPP Director regarding any candidate prior to any appointment. Contractor

shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

29. TRAINING/STAFF DEVELOPMENT: Contractor shall institute and maintain a training/staff development program pertaining to those services described in the exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

30. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability

or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under this Agreement and shall be filed with County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such acknowledgment shall be substantially similar to the form entitled "EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER", attached hereto and incorporated herein by reference.

31. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

32. TERMINATION FOR DEFAULT:

A. County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgement of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgement of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event that County terminates this Agreement as provided in Subparagraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services

C. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

33. TERMINATION FOR CONVENIENCE:

This Agreement may be terminated, with or without cause, by Contractor upon giving of at least thirty (30) calendar days' advance written notice to County. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

1. If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

2. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

3. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

4. Provide to County's OAPP within forty-five (45) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder.

A. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty . . . (60) calendar days from the effective date of



termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) working days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

34. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor,

either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

35. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

36. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

37. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

38. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

39. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

40. SEVERABILITY: If any provisions of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

41. GOVERNING LAWS: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

42. JURISDICTION AND VENUE: Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

43. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DHS shall make the determination to re-solicit bids or

request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

44. NON-EXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

45. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any

riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

46. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

47. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act ((42 USC Section 653a)) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 47 "CONTRACTOR'S CHILD WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM", shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may

terminate this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

49. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.



50. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME

CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notices shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

51. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided under the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County.

C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board

shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adapt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to subcontractors and subconsultants of County Contractors.

52. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 F.C.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is

currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

53. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, -

(2) such person's actions, while on County premises, indicate that such person may do harm to County patients.

54. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

55. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

56. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service").

Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number

a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor

demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

57. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This



provision shall survive the expiration or other termination of this Agreement.

58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth herein and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

59. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that \_\_\_\_\_, is my sole employer for purposes of this employment.

I rely exclusively upon \_\_\_\_\_, for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer \_\_\_\_\_, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Print)

Copy shall be forwarded by CONTRACTOR to County's Chief Administrative Office, Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	(       )	
Solicitation For ( Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date: